Rizzetta & Company

Deerbrook
Community Development District

Board of Supervisors' Meeting
October 28, 2025

District Office:
5844 Old Pasco Road
Suite 100
Wesley Chapel, Florida 33544
813.994.1001

www.deerbrookcdd.org

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544

www.deerbrookcdd.org

Board of Supervisors	William Fife	Chairman
	Owen Buborick	Vice Chairman
	Candice Bain	Assistant Secretary
	John Blakley	Assistant Secretary
	Pete Williams	Assistant Secretary
District Manager	Lynn Hayes	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	Kutak Rock
District Engineer	Brian Surak	Clearview Land Design

All Cellular phones and pagers must be turned off while in the meeting room.

All cellular phones and pagers must be turned off while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 5844 OLD PASCO ROAD, SUITE 100,
WESLEY CHAPEL, FL 33544

Board of Supervisors
Deerbrook Community
Development District

October 21, 2025

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Deerbrook Community Development District will be held on **Tuesday, October 28, 2025 at 9:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the agenda for this meeting:

1. CALL TO ORDER
2. AUDIENCE COMMENTS ON AGENDA ITEMS
3. STAFF REPORTS
- A. Aquatic Report ..... Tab 1
- B. Field Services Landscape Inspection Report ..... Tab 2
- C. Landscape Contractor Report/Update ..... Tab 3
- D. District Counsel ..... Tab 4
- E. District Engineer
- F. District Manager
  - 1. Presentation of District Manager Report ..... Tab 5

4. BUSINESS ADMINISTRATION
- A. Consideration of Minutes of the Board of Supervisors' Meeting held on August 12, 2025 ..... Tab 6
- B. Consideration of Operation & Maintenance Expenditures for July & August 2025 ..... Tab 7

5. BUSINESS ITEMS
- A. Ratification of Rizzetta District Management Services Contract ..... Tab 8
- B. Ratification of Cooper Pools Agreement ..... Tab 9
- C. Ratification of Action Security Agreement ..... Tab 10
- D. Consideration of Proposals for Landscape Maintenance .... Tab 11
- E. Authorization to Provide Notice of Contract Award Letters to All Proposers and Execute Agreement with Top Ranked Proposer
- F. Authorization to Terminate Current Agreement for Landscape Maintenance Services
- G. Ratification for Advanced Aquatic Amended and Restated Waterway Management Services ..... Tab 12
- H. Ratification of Deerbrook CDD V. Recovered Energy Technologies Preliminary Budget Proposal ..... Tab 13

I. Ratification of Deerbrook CDD V. Recovered Energy Technologies Structural Analysis Proposal ..... Tab 14
J. Consideration of Janitorial Proposals ..... Tab 15
K. Ratification of EGIS Insurance Proposal ..... Tab 16
L. Ratification of Flock Camera Agreement ..... Tab 17
M. Consideration of Resolution 2026-01; Acceptance of Amenity Center Improvements ..... Tab 18
N. Consideration of Resolution 2026-02; Project Completion, Series 2023 (under separate cover)
O. Consideration of Resolution 2026-03; DSRF Release Condition #1 (under separate cover)
P. Consideration of Resolution 2026-04; DSRF Release Condition #2 (under separate cover)

6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS
7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,
Lynn Hayes
Lynn Hayes
District Manager

Tab 1

Deerbrook Community Development District

Waterway Inspection Report

Reason for Inspection:
Quality Assurance

Inspection Date:

9/29/2025

Prepared for:
Deerbrook
Community Development District

Prepared by:

Jacob Adams, Project Manager & Biologist

www.AdvancedAquatic.com
lakes@advancedaquatic.com
292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

TABLE OF CONTENTS

Site Assessments

Sites 1-2 …… 2

Sites 3-4 …… 3

Sites 5-6 …… 4

Sites 7-8 …… 5

Sites 9-10 …… 6

Sites 11-12 …… 7

Sites 13-14 …… 8

Site 15 …… 9

Site Map …… 10

www.AdvancedAquatic.com
lakes@advancedaquatic.com
292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

Site Assessments

Pond 100A

Comments:

Normal Growth Observed

A normal amount of Slender Spike Rush growth was observed on this pond. This new growth will be targeted for treatment during the upcoming visits. Shoreline weeds were treated previously and positive results were view. The water level has dropped slightly from last months water level.





Pond 100B

Comments:

Site Looks Good

Pond 100b continues to looks good. The water level has remained at a normal level. No issues were observed with algae, submersed weeds, or shoreline weeds.





Site Assessments

Pond 200

Comments:

Normal Growth Observed

A very minimal amount of Slender Spike Rush and algae growth was observed on this pond. This new growth will be targeted for treatment. Shoreline weeds were previously treated and positive results were observed. The water level has dropped from previous levels.





Pond 300

Comments:

Normal Growth Observed

A very minimal amount of algae was observed on this pond. This is a normal amount that can be expected between service visits. This new growth will be targeted for treatment. No issues were observed with submersed weeds or shoreline weeds.





Site Assessments

Pond 400

Comments:

Site Looks Good

Pond 400 looks good. No issues were observed with algae, submersed weeds, or shoreline weeds. Proactive treatments will continue to maintain the current state of the pond.





Pond 500

Comments:

Normal Growth Observed

A minimal amount of algae and Slender Spike Rush was observed on this pond. These will be targeted for treatment during the upcoming visits. No issues were observed with shoreline weeds. The ponds water has dropped and is below a normal level.





Site Assessments

Pond 600

Comments:

Normal Growth Observed

Planktonic algae was observed on pond 600. This will be targeted for treatment during the upcoming visit. No issues were observed with submersed weeds or shoreline weeds.





Pond 700

Comments:

Site Looks Good

A minimal amount of algae and Slender Spike Rush was observed on this pond. These new growths will be targeted for treatment. No issues were observed with shoreline weeds. Trash has continued to be observed on this pond and continues to increase in amounts. Most of the trash observed seems to be from the construction and the workers.





Site Assessments

Pond 800

Comments:

Site Looks Good

Pond 800 looks good. No issues were observed with algae, submersed weeds, or shoreline weeds. Proactive treatments will continue to maintain the current state of the pond.





Pond 900

Comments:

Site Looks Good

Pond 900 looks great. Previously a Planktonic algae bloom was observed as a direct results from the large amount of grass clippings dumped into the pond. The Planktonic algae was treated and positive results were observed and a full reduction was seen. No other issues were observed on this pond.





www.AdvancedAquatic.com
lakes@advancedaquatic.com
292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

Site Assessments

Pond 1000

Comments:

Site Looks Good

No issues were observed on pond 1000 with algae, submersed weeds, or shoreline weeds. Proactive treatments will continue to maintain the current state of the pond.





Pond 1100

Comments:

Site Looks Good

No issues were observed on pond 1100 with algae, submersed weeds, or shoreline weeds. Proactive treatments will continue to maintain the current state of the pond. Previous algae and Slender Spike Rush treatments have remained effective.





Site Assessments

Pond 1200

Comments:

Site Looks Good

Pond 1200 looks good. No issues were observed with algae, submersed weeds, or shoreline weeds. Proactive treatments will continue to maintain the current state of the pond.





Pond 1300

Comments:

Site Looks Good

Pond 1300 looks good overall . No issues were observed with algae, submersed weeds, or shoreline weeds. Proactive treatments will continue to maintain the current state of the pond.





www.AdvancedAquatic.com
lakes@advancedaquatic.com
292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

Site Assessments

Floodplain Pond

Comments:

Normal Growth Observed

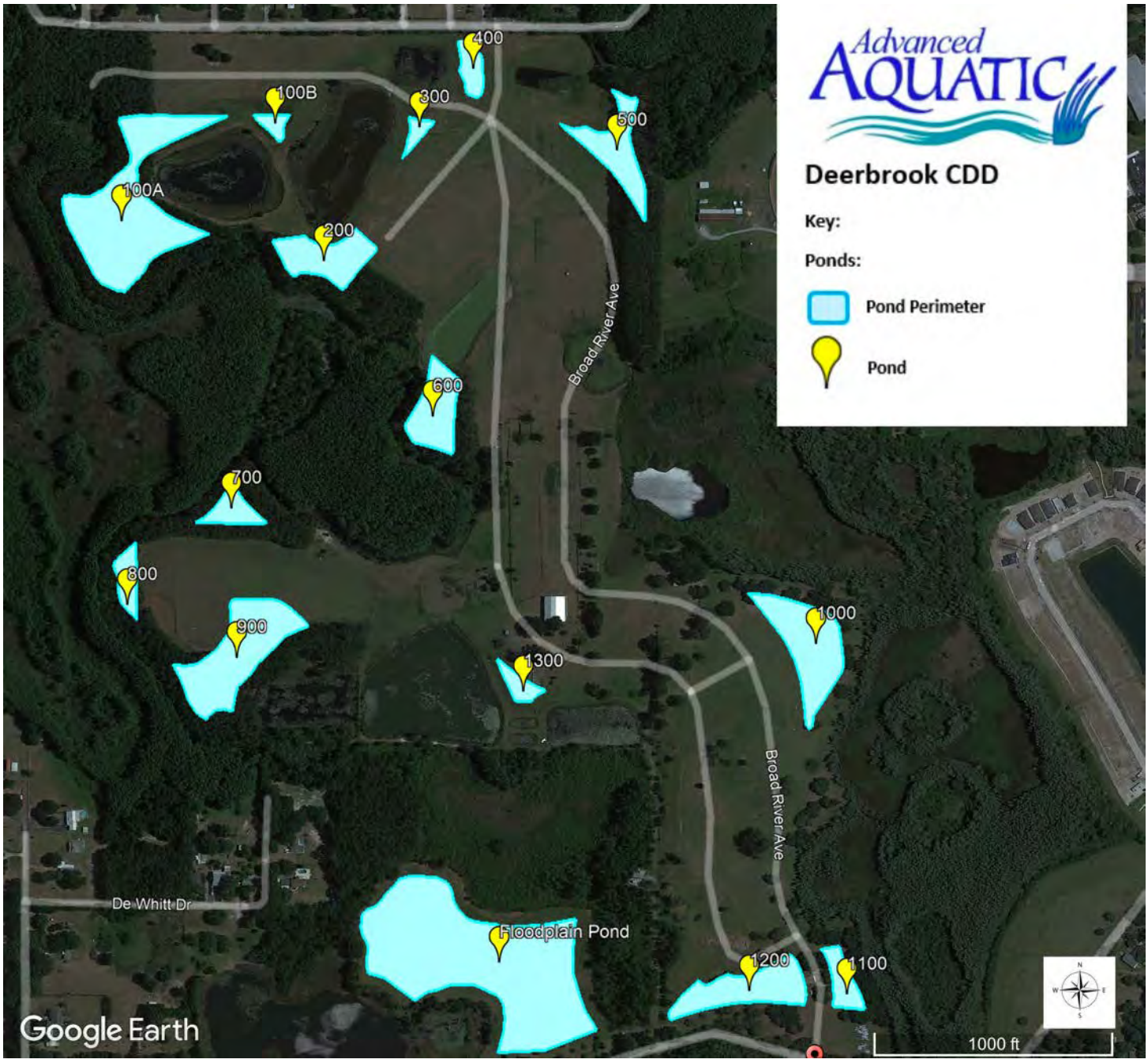
A minor amount of Slender Spike Rush growth was observed just below the water line, a couple feet away from the shoreline perimeter. This new growth will be monitored and treatment will be provided when it is necessary. No issues were observed with algae or shoreline weeds.





www.AdvancedAquatic.com
lakes@advancedaquatic.com
292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

Map



www.AdvancedAquatic.com
lakes@advancedaquatic.com
292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

Deerbrook Community Development District

Quarterly Wetland Inspection Report

Reason for Inspection:
Quality Assurance

Inspection Date:

9/29/2025

Prepared for:
Deerbrook
Community Development District

Prepared by:

Jacob Adams, Project Manager & Biologist

www.AdvancedAquatic.com
lakes@advancedaquatic.com
292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

TABLE OF CONTENTS

Site Assessments

Sites 1-2B&C…… 2

Sites 3-4 …… 3

Sites 5-6 …… 4

Sites 7-8 …… 5

Sites 9-10 …… 6

Sites 11-12 …… 7

Sites 13-14A …… 8

Sites 14B-15A …… 9

Sites 15B-16 …… 10

Sites 17-18 …… 11

Sites 19-20 …… 12

Site Map …… 13

www.AdvancedAquatic.com
lakes@advancedaquatic.com
292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

Site Assessments

Buffer 1

Comments:

Site Looks Good

Torpedograss, Cogon grass, other invasive grasses, Caesar weed, and Dog Fennel were targeted for treatment. Positive results from this treatment were observed. Young Pine tree growth was observed.





Buffer 2B&C

Comments:

Site Looks Good

This buffer was recently treated for Torpedograss, Dog Fennel, and Caesar Weed. Positive results were observed from this treatment.





www.AdvancedAquatic.com
lakes@advancedaquatic.com
292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

Site Assessments

Pond 3

Comments:

Treatment In Progress

Dog Fennel, Sesbania, Rattlebox, Caesar weed, and Torpedograss were recently treated. Treatments will continue to target these new growths in this buffer area.





Buffer 4

Comments:

Treatment In Progress

Positive results were observed from the recent treatment of Dog Fennel, Caesar weed, invasive grasses, Rattlebox, vines, and Sesbania. Treatments will continue to target these new growths.





Site Assessments

Buffer 5

Comments:

Normal Growth Observed

Dog Fennel was previously targeted for treatment around this site and new growth has also been observed. This new growth will be targeted for treatment.





Buffer 6

Comments:

Normal Growth Observed

Dog Fennel was previously targeted for treatment around this site and new growth has also been observed. This new growth will be targeted for treatment.





www.AdvancedAquatic.com
lakes@advancedaquatic.com
292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

Site Assessments

Buffer 7

Comments:

Normal Growth Observed

Dog Fennel was previously targeted for treatment and positive results were seen. A minor amount of new Dog Fennel growth was observed. This new growth will be targeted for treatment.





Buffer 8

Comments:

Normal Growth Observed

New growth of Rattlebox box, Dog Fennel, and Caesar weed were observed. These new growths will be targeted for treatment. Previously Dog Fennel was targeted for treatment and positive results were seen.





Site Assessments

Buffer 9

Comments:

Site Looks Good

This buffer was previously treated for Dog Fennel, Caesar weed, vines, and invasive grasses. Minimal to no new growth was observed. This site looks good.





Buffer 10

Comments:

Site Looks Good

Dog Fennel, Thistle, and Caesar Weed were recently treated and positive results were observed. Minimal new growth was observed, and will be targeted during routine maintenance. Outflow from the pond is clear and can freely flow water through.





www.AdvancedAquatic.com
lakes@advancedaquatic.com
292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

Site Assessments

Buffer 11

Comments:

Site Looks Good

Caesar Weed, Rattlebox, Vines, and Dog Fennel were previously treated and positive results were observed. No current issues were observed as minimal to no new growth was observed.





Buffer 12

Comments:

Site Looks Good

This buffer area continues to look great with minimal to no new invasive growth. Any new invasive growth will be targeted for treatment during routine maintenance visits.





www.AdvancedAquatic.com
lakes@advancedaquatic.com
292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

Site Assessments

Buffer 13

Comments:

Normal Growth Observed

Caesar weed, Dog Fennel, invasive grasses, and Sesbania new growths were observed. These new growths will be targeted for treatment.





Buffer 14A

Comments:

Normal Growth Observed

This buffer looks good, and is not being treated currently as it is part of the 14a/14b area that is to not be disturbed.





Site Assessments

Buffer 14B

Comments:

Normal Growth Observed

This buffer looks good, and is not being treated currently as it is part of the 14a/14b area that is to not be disturbed.





Buffer 15A

Comments:

Normal Growth Observed

Previously treated Thistle and Dog Fennel were observed and showed positive results from treatment. Some new growth of Thistle and Caesar Weed was observed and will be targeted during routine maintenance. Overall this site looks good with minimal new growth present.





Site Assessments

Buffer 15B

Comments:

Normal Growth Observed

Dog Fennel, Caesar Weed, Thistle, and Rattlebox were previously treated. Dog Fennel growth was observed and will be targeted during the upcoming visit.





Buffer 16

Comments:

Normal Growth Observed

Dog Fennel growth and a minor amount of Caesar Weed were observed. These will be targeted for treatment during the upcoming visit. No other issues were observed.





Site Assessments

Buffer 17

Comments:

Site Looks Good

The inflow structure on buffer 17 looks good and is clear of vegetation for water to flow freely. Torpedo grass was observed in the area.





Buffer 18

Comments:

Requires Attention

Mainly Caesar Weed and Dog Fennel growth was observed and will be targeted for treatment during the upcoming visit.





www.AdvancedAquatic.com
lakes@advancedaquatic.com
292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

Site Assessments

Buffer 19

Comments:

Treatment In Progress

Dog Fennel, Caesar Weed, Sesbania, and Rattlebox growth was targeted for treatment and positive results were observed. Follow up treatments for any remaining or new growth will be performed.





Buffer 20

Comments:

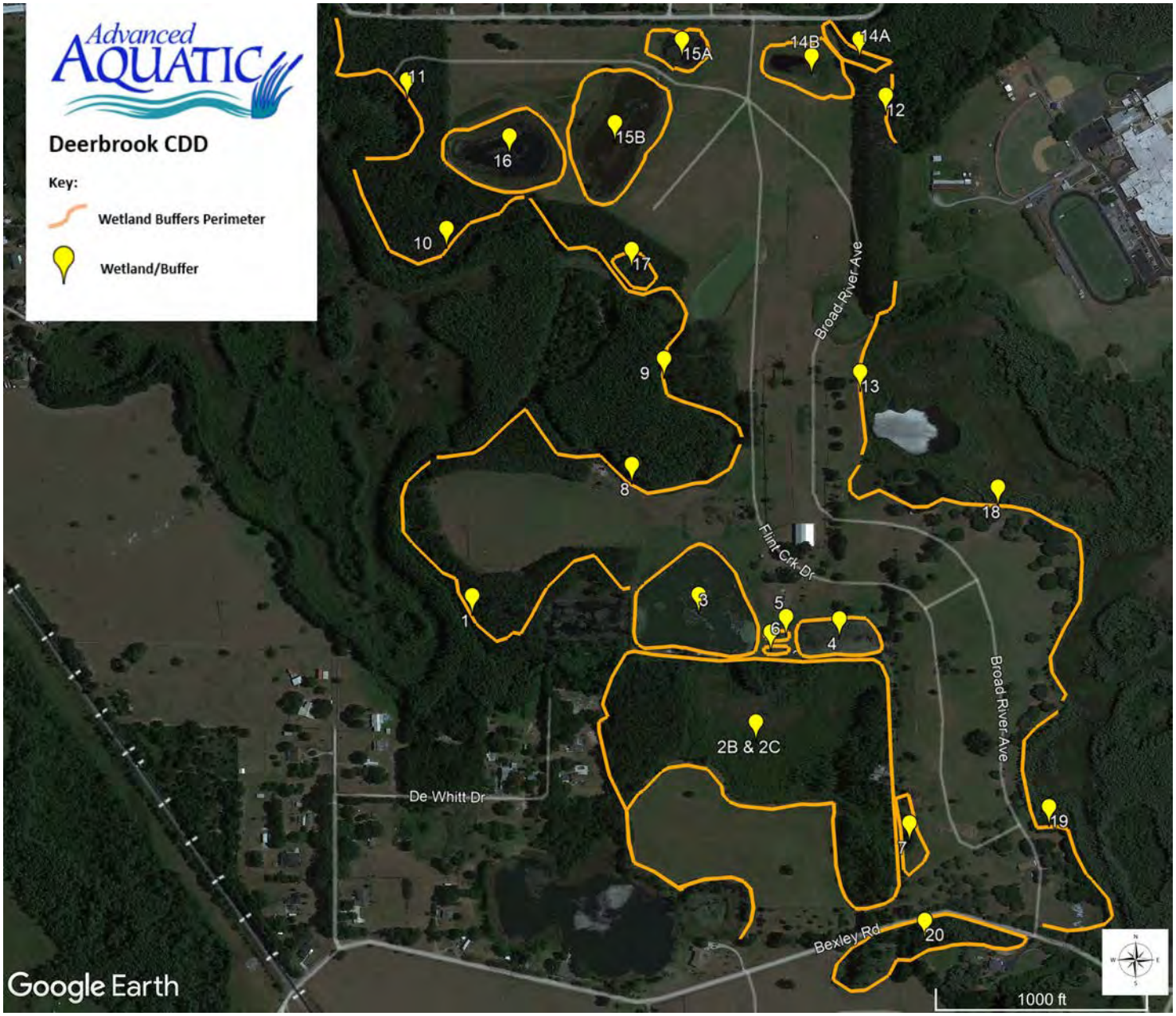
Site Looks Good

Dog Fennel, Primrose, Brazilian Pepper, Water Primrose, and other invasive species were targeted for treatment and positive results were observed. Follow up treatments to targeted any remaining or new growth will be performed.





Map



www.AdvancedAquatic.com
lakes@advancedaquatic.com
292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621

Tab 2

DEERBROOK

LANDSCAPE INSPECTION REPORT



October 03, 2025

Rizzetta & Company
Matthew Mironchik – Landscape Specialist
Landscape Inspection Services

Rizzetta & Company
Professionals in Community Management

Summary, Causeway Blvd

General Updates, Recent & Upcoming Maintenance

- Redtree, please note that the weeds mentioned in my report are now at a stage where hand-pulling is required to properly address the issue.

- Please remember to pick up any trash or debris throughout the property. With ongoing construction in the area, there is an increased likelihood of scattered debris—be especially vigilant during each visit to maintain a clean and presentable site.

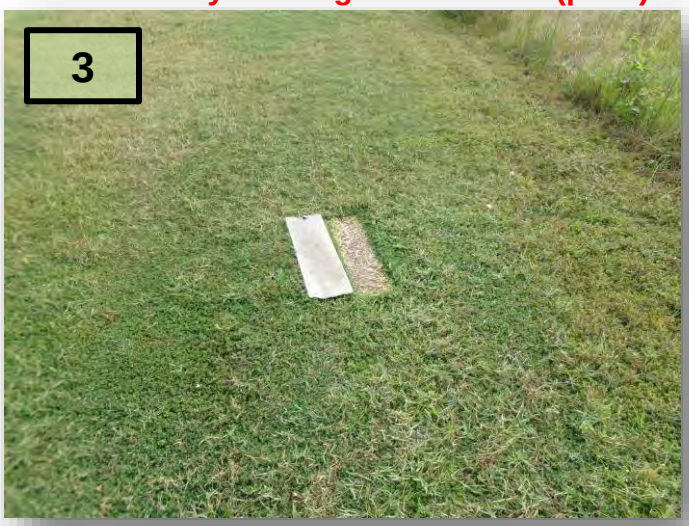
The following are action items for Juniper to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation. Orange is for Staff. **Bold underlined is either info or questions for the BOS.**

1. Several of the junipers in the bed in front of the monument sign have died and several others have browning in them. Please have irrigation team check to make sure either enough water or not too much water is being delivered. Dead plants should be removed and a proposal for replacement should be made.(pic.1)



2. While I was out, I observed a technician spraying weeds, however, the weeds in the tree rings were very mature. I recommend increasing the frequency of controlling weeds to prevent having to hand pull some much dead plant material after spraying.(pic.2>)

3. **As you walk west along Causeway Blvd, instruct the crew to remove debris rather than mowing over it and leaving it behind. The turf is yellowing underneath. (pic.3)**





Causeway Blvd, Magnolia Spring Way

5. **Redtree, please diagnose what is going on with this Live Oak. It has several declining stems and appears to be under stress. Can you confirm how often the irrigation is running in this area? Also, check for any signs of girdling roots or other contributing factors. (Pic 5)**



6. While spraying bed weeds, please instruct technicians to be mindful of overspray. This edge needs to now have to be widened and dead grass removed (pic.6)



7. Most of the Oaks in the entrance beds have sucker growth that needs to be pruned out.

7. Once weeds have been sprayed and turn brown, they need to be hand bulled. Specifically, all high visibility areas, such as entrance beds.(pic.7)



8. In the entrance bed, the second bed heading East on Causeway, there are several Blueberries that are dead and should be removed and a proposal to replace should be made.(pic.8)



9. Please continue to treat active ant mounds in CDD maintained areas. Ask crews to report any mounds they see so that they can be put on the schedule. This is from the front entrance turf area.(pic.9>>)

Magnolia Spring Way, Broad River Ave, Pond 100

10. Active chinch bug was observed near the exit of Magnolia Springs to Causeway. I emailed the Account Manager that day and followed up the following week. Area is to be treated the week of Oct.6th.(pic.10)



11. Heading West on Broad River Ave., off Magnolia Springs, around the pump station the shrubs have been pruned and the debris has not been cleaned up. Please instruct crews to make sure they are cleaning up as much as possible after trimming.(pic.11>)

12. Grass clippings in bed spaces are occurring throughout property. Please instruct crew to try to minimize this. If it is unavoidable, the clippings should be blown out of the bed spaces afterwards.(pics.12a>,12b>)









Broad River Ave/Causeway Blvd./Pond 100

13. Directly behind the Sales Center, along the fence, there is an irrigation head that is set too low. Please have an irrigation tech raise the head to ensure area is getting sufficient water as well as minimize erosion around head.(pic.13)



14. Along Causeway, heading West from Magnolia Springs, the shoulder is becoming overgrown. I was able to find the white line by scratching the weeds away with my foot. Please instruct the mow crew to reclaim the shoulder in the immediate area of the entrance to Magnolia Springs to keep this area looking neat and tidy.(pic.14a, 14b>)



15. Please have detail crews remove any lodge pole and straps that are not needed on trees along the bed heading West down Causeway from Magnolia Springs.(pic.15)



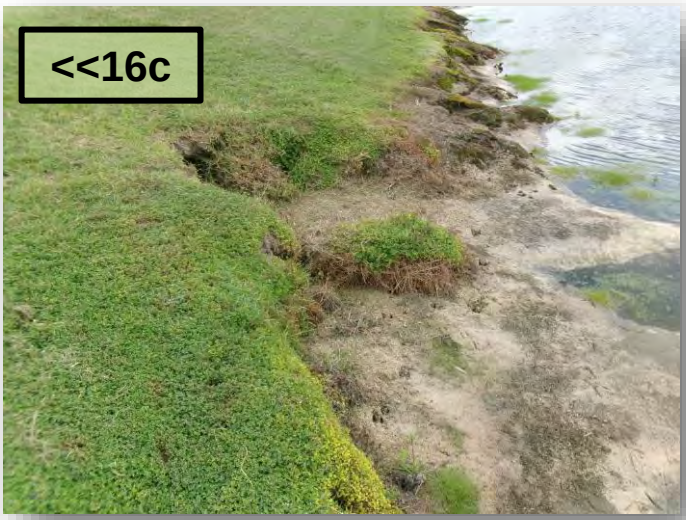
16. On the North side of Retention Pond 100, there is significant erosion which should be addressed as soon as possible. I recommend taping off the area for safety. Multiple areas the erosion is undermining the soil behind the residences. A proposal for an erosion barrier should be made.(pic.16,16a>>,16b>>,16c>>)



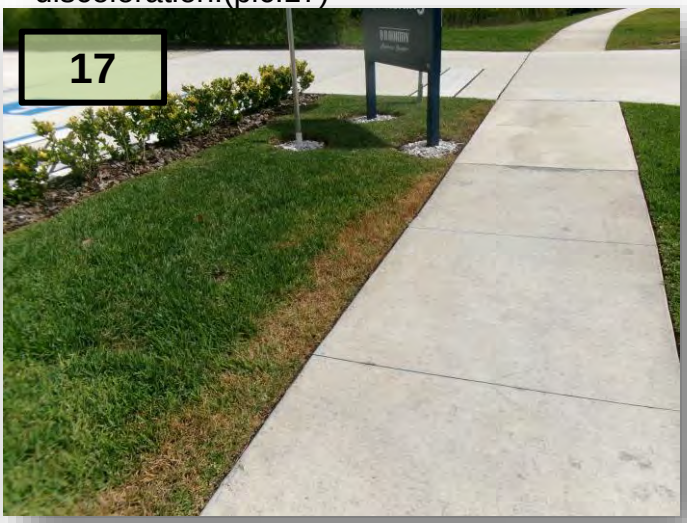
Pond 100/Broad River Ave/Magnolia Springs







17. A strip of turf in front of the Sales Center along Broad River Ave., appears to have chemical burns along the sidewalk area. Please inspect this area and diagnose the discoloration.(pic.17)



18. On Magnolia Springs, just South of Broad River Ave, there is a dead Maple that should be removed and a proposal to install a new tree should be made after inspecting the irrigation in that area.(pic.18)



19. The dead end, at the South end of Holly Flats Lane, is not being maintained per the maintenance map. Please make sure this area is on schedule.(pic.19>>)

20. At the dead end on the North Side of Daintree Court, the area was mowed but not line trimmed.(pic.20)





21. Around the pump station at the intersection of Holly Flats and Broad River, the Fakahatchee Grasses look to have spider mite damage. Please have a technician inspect the plant material and treat if necessary.(pic.21>)

22. In those same grasses, there are active ant mounds that need to be treated as well.



23. The Jasmine bed in front of the pump station looks to have been treated for weeds, but possibly some over spray hit the Jasmine. All brown Jasmine should be trimmed.(pic.23)



24. Simpson Stopper has been trimmed around the pump station, but debris has been left behind. Please relay to the crews that they need to remove all debris once they are done pruning.(pic.24>>)

Broad River Ave./Broad River Ave Southeast Pump Station

25. On the North side of the pump station, between the fence and 7022 Broad River Ave, in the bed there is a broken drip line that needs repair.(pic.25)





26. Along Broad River Ave., just South of the pump station in the CDD maintained area, a proposal should be made to remove two(2) dead Sabal Palm trunks.(pic.26>)

27. Please instruct mow crew to line trim under trees in the CDD maintained area along Broad River Ave, just South of the pump station.(pic27>)





28. Please make sure that crack weeds are being treated as needed in CDD maintained areas.(pic.28>>)

29. In the CDD maintained area to the South end of Retention Pond 500, tree rings around the pines are indistinguishable from the turf. These tree rings need to be edged, and weeds pulled to reclaim them.(pic.29>>)

Broad River Ave. near Pond 500





Proposals

1. Replacement of plant dead plant material in beds near entrance along Causeway Blvd.(pic.1a,1b)





2. Erosion control plan for the North side of Retention Pond 100.(pic.2a,2b)







Proposals

1. Removal of two(2) dead Sabal Palm Trunks on Broad River Ave, just Southeast of the pump station.(pic.3)



Tab 3

DEERBROOK

LANDSCAPE INSPECTION REPORT



October 03, 2025

Rizzetta & Company
Matthew Mironchik – Landscape Specialist
Landscape Inspection Services

Rizzetta & Company
Professionals in Community Management

Summary, Causeway Blvd

General Updates, Recent & Upcoming Maintenance

- Redtree, please note that the weeds mentioned in my report are now at a stage where hand-pulling is required to properly address the issue.

- Please remember to pick up any trash or debris throughout the property. With ongoing construction in the area, there is an increased likelihood of scattered debris—be especially vigilant during each visit to maintain a clean and presentable site.

The following are action items for Juniper to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation. Orange is for Staff. **Bold underlined is either info or questions for the BOS.**

1. Several of the junipers in the bed in front of the monument sign have died and several others have browning in them. Please have irrigation team check to make sure either enough water or not too much water is being delivered. Dead plants should be removed and a proposal for replacement should be made.(pic.1) Need 4 shore juniper.



2. While I was out, I observed a technician spraying weeds, however, the weeds in the tree rings were very mature. I recommend increasing the frequency of controlling weeds to prevent having to hand pull some much dead plant material after spraying.(pic.2>)

They are sprayed and removed next visit.

3. **As you walk west along Causeway Blvd, instruct the crew to remove debris rather than mowing over it and leaving it behind. The turf is yellowing underneath. (pic.3)** Noted.





Causeway Blvd, Magnolia Spring Way

5. **Redtree, please diagnose what is going on with this Live Oak. It has several declining stems and appears to be under stress. Can you confirm how often the irrigation is running in this area? Also, check for any signs of girdling roots or other contributing factors. (Pic 5)**



Completed and crew advised.

6. While spraying bed weeds, please instruct technicians to be mindful of overspray. This edge needs to now have to be widened and dead grass removed (pic.6)



7. Most of the Oaks in the entrance beds have sucker growth that needs to be pruned out.

Completed.

7. Once weeds have been sprayed and turn brown, they need to be hand bulled. Specifically, all high visibility areas, such as entrance beds.(pic.7) In progress.



8. In the entrance bed, the second bed heading East on Causeway, there are several Blueberries that are dead and should be removed and a proposal to replace should be made.(pic.8) In progress.



9. Please continue to treat active ant mounds in CDD maintained areas. Ask crews to report any mounds they see so that they can be put on the schedule. This is from the front entrance turf area.(pic.9>>)

Completed every visit.

Magnolia Spring Way, Broad River Ave, Pond 100

10. Active chinch bug was observed near the exit of Magnolia Springs to Causeway. I emailed the Account Manager that day and followed up the following week. Area is to be treated the week of Oct.6th.(pic.10)

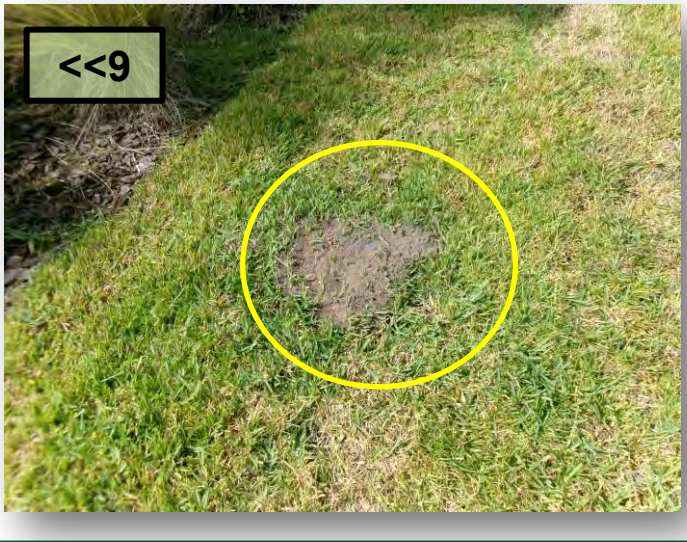
Treated 10.8.25



11. Heading West on Broad River Ave., off Magnolia Springs, around the pump station the shrubs have been pruned and the debris has not been cleaned up. Please instruct crews to make sure they are cleaning up as much as possible after trimming.(pic.11>)

Completed.

12. Grass clippings in bed spaces are occurring throughout property. Please instruct crew to try to minimize this. If it is unavoidable, the clippings should be blown out of the bed spaces afterwards.(pics.12a>,12b>)









Noted. Crew advised.

Broad River Ave/Causeway Blvd./Pond 100

13. Directly behind the Sales Center, along the fence, there is an irrigation head that is set too low. Please have an irrigation tech raise the head to ensure area is getting sufficient water as well as minimize erosion around head.(pic.13) Completed 10.9.2025



14. Along Causeway, heading West from Magnolia Springs, the shoulder is becoming overgrown. I was able to find the white line by scratching the weeds away with my foot. Please instruct the mow crew to reclaim the shoulder in the immediate area of the entrance to Magnolia Springs to keep this area looking neat and tidy.(pic.14a, 14b>)



Edge on next visit.

15. Please have detail crews remove any lodge pole and straps that are not needed on trees along the bed heading West down Causeway from Magnolia Springs.(pic.15) In progress.



16. On the North side of Retention Pond 100, there is significant erosion which should be addressed as soon as possible. I recommend taping off the area for safety. Multiple areas the erosion is undermining the soil behind the residences. A proposal for an erosion barrier should be made.(pic.16,16a>>,16b>>,16c>>)

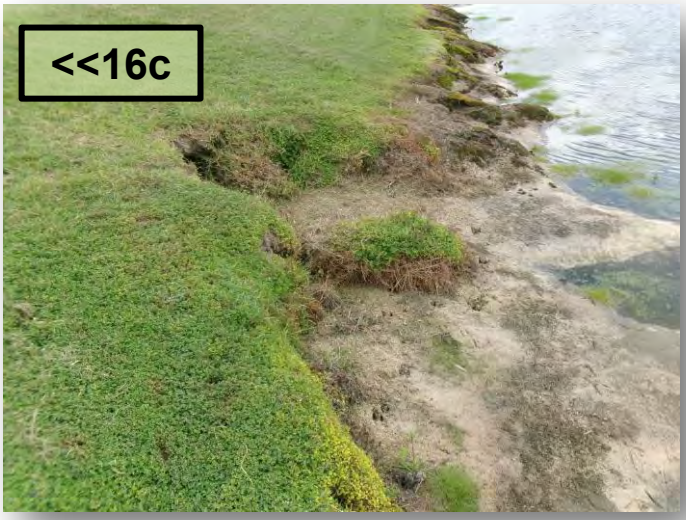


Proposal will be submitted soon

Pond 100/Broad River Ave/Magnolia Springs

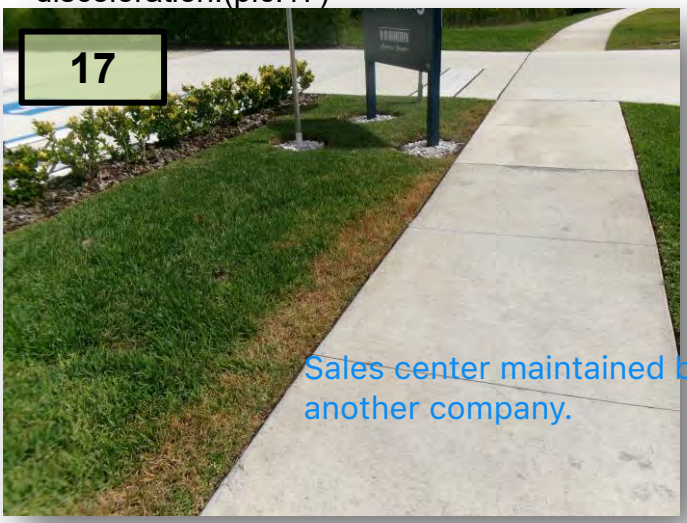






17. A strip of turf in front of the Sales Center along Broad River Ave., appears to have chemical burns along the sidewalk area. Please inspect this area and diagnose the discoloration.(pic.17)

Not our area.



18. On Magnolia Springs, just South of Broad River Ave, there is a dead Maple that should be removed and a proposal to install a new tree should be made after inspecting the irrigation in that area.(pic.18)

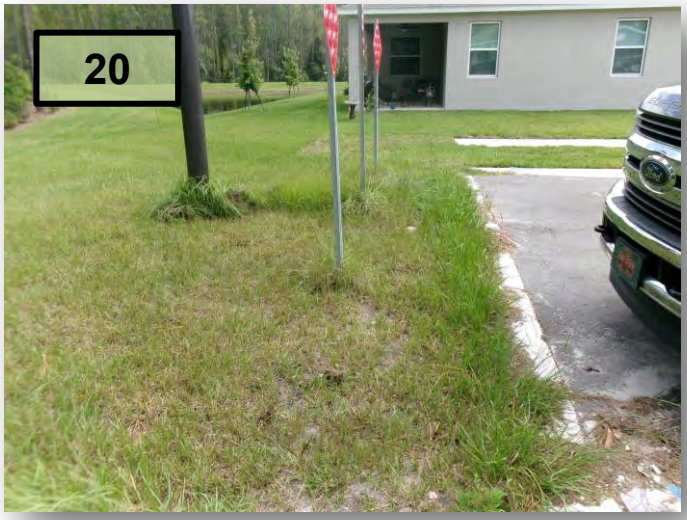


19. The dead end, at the South end of Holly Flats Lane, is not being maintained per the maintenance map. Please make sure this area is on schedule.(pic.19>>)

Will complete on next visit.

Holly Flats/Daintree/Broad River Southeast Pump Station

20. At the dead end on the North Side of Daintree Court, the area was mowed but not line trimmed.(pic.20) Done next visit.





21. Around the pump station at the intersection of Holly Flats and Broad River, the Fakahatchee Grasses look to have spider mite damage. Please have a technician inspect the plant material and treat if necessary.(pic.21>)Treated 10.8.25

22. In those same grasses, there are active ant mounds that need to be treated as well. Ants spot treated @ each service.



23. The Jasmine bed in front of the pump station looks to have been treated for weeds, but possibly some over spray hit the Jasmine. All brown Jasmine should be trimmed.(pic.23) Completed next visit.



24. Simpson Stopper has been trimmed around the pump station, but debris has been left behind. Please relay to the crews that they need to remove all debris once they are done pruning.(pic.24>>)

Clean up next visit.

Broad River Ave./Broad River Ave Southeast Pump Station

25. On the North side of the pump station, between the fence and 7022 Broad River Ave, in the bed there is a broken drip line that needs repair.(pic.25) Irrigation completed.





26. Along Broad River Ave., just South of the pump station in the CDD maintained area, a proposal should be made to remove two(2) dead Sabal Palm trunks.(pic.26>)

27. Please instruct mow crew to line trim under trees in the CDD maintained area along Broad River Ave, just South of the pump station.(pic27>)

Complete next visit.





28. Please make sure that crack weeds are being treated as needed in CDD maintained areas.(pic.28>>) This is ongoing.

29. In the CDD maintained area to the South end of Retention Pond 500, tree rings around the pines are indistinguishable from the turf. These tree rings need to be edged, and weeds pulled to reclaim them.(pic.29>>) Complete next visit.

Broad River Ave. near Pond 500



Ongoing.



Make tree ring.

Proposals

1. Replacement of plant dead plant material in beds near entrance along Causeway Blvd.(pic.1a,1b) In progress.





2. Erosion control plan for the North side of Retention Pond 100.(pic.2a,2b) In progress.







Proposals

1. Removal of two(2) dead Sabal Palm Trunks on Broad River Ave, just Southeast of the pump station.(pic.3)



Tab 4

KUTAKROCK

Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301
850.692.7300

September 30, 2025

Board of Supervisors
Deerbrook Community Development District
c/o Lynn Hayes, District Manager
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Re: Pending Litigation

Ladies and Gentlemen:

As you are aware, we serve as counsel to the Deerbrook Community Development District ("**District**"), and, at the Chair's request, are writing to address the status of any pending litigation involving the District. Based on inquiry of the District's Registered Agent (i.e., the District Manager), and except as set forth in the next sentence, and to the best of our knowledge, we are not aware of any litigation pending or threatened against the District. Notwithstanding the foregoing, we are aware that (1) the District has entered into an agreement ("**Lighting Agreement**") with Recovered Energy Technologies (USA) Inc. ("**RET**") for the provision of solar street lights, (2) the lights provided under the Lighting Agreement have failed during prior storm events, (3) other CDDs have authorized litigation against RET to declare similar agreements invalid based on, among other things, the fact that the lights did not meet local wind speed requirements, (4) the District has retained an expert engineer to inspect the lights and determine whether the lights as installed are compliant with the Lighting Agreement, among other things, and (5) the District has temporarily suspended payments to RET under the Lighting Agreement pending the engineering evaluation.

With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. We have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of the District.

The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

KUTAK ROCK LLP

Tab 5

Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Regular Meeting:** November 25, 2025 @ 5:00 PM

District Manager's Report

October 28

2025

DEERBROOK CDD

FINANCIAL SUMMARY	8/31/2025
General Fund Cash & Investment Balance:	$7,863
Debt Service Fund Investment Balance:	$773,145
Total Cash and Investment Balances:	**$781,008**
General Fund Expense Variance: $50,831	**Over Budget**

Tab 6

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Deerbrook Community Development District was held on **Tuesday, August 12, 2025, at 9:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum:

Owen Budorick	**Board of Supervisors, Vice Chairman**
William Fife	**Board of Supervisors, Assistant Secretary**
John Blakley	**Board of Supervisors, Assistant Secretary**
Pete Williams	**Board of Supervisors, Assistant Secretary**

Also present were:

Lynn Hayes	**District Manager, Rizzetta & Company**
Amiee Brodeen	**LIS, Rizzetta & Company** (via phone)
Jere Earlywine	**District Counsel, Kutak Rock**
Jake Sanders	**IE, Clearview Land Design** (via phone)
John Burkett	**Representative, Red Tree Landscape**
Jason Jasczak	**Representative, Advanced Aquatic**
Audience	**None**

FIRST ORDER OF BUSINESS **Call to Order**

Mr. Hayes called the meeting to order at 9:01 a.m. and performed roll call.

SECOND ORDER OF BUSINESS **Audience Comments on Agenda Items**

There were no members of the general audience in attendance.

THIRD ORDER OF BUSINESS **Staff Reports**

DRAFT

A. Aquatic Report

Mr. Jasczak presented the Waterway Inspection and then the Quarterly Wetland Inspection Report.

B. Field Services Landscape Inspection Report

Ms. Brodeen presented her report to the Board of Supervisors on the call.

C. Landscape Contractor Report/Update

Mr. Burkett informed the Board of Supervisors that four ponds were not mowed due to wet conditions. Mr. Hayes advised Mr. Burkett to have RedTree provide an email update regarding any ponds that are not mowed due to wet conditions. Mr. Budorick commented to Mr. Burkett regarding wetland 14A, 14B, and Environmental Resource Permitting (Permit) with the District, that we will need to stop mowing the buffer as requested by South Florida Water Management District.

D. District Counsel

Mr. Earlywine discussed with the Board of Supervisors that the engineer with MKA International is doing a survey for all solar lights for the Deerbrook Community Development District and Hammock Oaks Community Development District. Mr. Earlywine will provide the contact information to Mr. Hayes of the engineer.

E. District Engineer

Mr. Sanders was present but had no report for the Board of Supervisors at this time.

F. District Manager

Mr. Hayes reviewed his report. He also reminded the Board of Supervisors that the next regular meeting is scheduled for September 9, 2025 at 5:00 p.m. and at this meeting the Request for Proposal (RFP) for the Landscape & Irrigation Evaluation, Ranking, and selection is scheduled to be completed. Mr. Hayes informed the Board of Supervisors that we received the 2nd quarter website site compliance report, and the district passed all ADA Website Accessibility and Florida Statue 189.069 requirements.

FOURTH ORDER OF BUSINESS **Consideration of Minutes of the Board of Supervisors Meeting held on July 8, 2025**

On a motion from Mr. Williams, seconded by Mr. Budorick with all in favor, the Board of Supervisors approved the July 8, 2025, regular meeting minutes as presented for the Deerbrook Community Development District.

FIFTH ORDER OF BUSINESS **Consideration Operation and Maintenance Expenditures for June 2025**

DRAFT

Mr. Hayes reviewed the June 2025 operation and maintenance expenditures with the Board of Supervisors and asked if there were any questions. There were none.

> On a Motion by Mr. Williams, seconded by Mr. Fife with all in favor, The Board of Supervisors ratified the Operation and Maintenance Expenditures for the month of June 2025 ($78,434.48) for the Deerbrook Community Development District.

SIXTH ORDER OF BUSINESS **Public Hearing on Fiscal Year 2025/2026 Final Budget**

> On a motion from Mr. Williams, seconded by Mr. Fife with all in favor, the Board of Supervisors Opened the Public Hearing on the Fiscal Year 2025/2026 Final Proposed Budget for the Deerbrook Community Development District.

Ms. Mosley had questions about Debt Service & Operation & Maintenance Assessment. Mr. Earlywine and Mr. Hayes addressed the questions. Additionally, trash and plastic bottles and food containers going into the pond. Mr. Budorick addressed the issue. Kolter reduced Landscape & Irrigation Maintenance Fiscal Year 2025/2026 Budget expenditure in the amount of ($50,000.00). Mr. Hayes reviewed the updated assessments for each lot size. The Board of Supervisors brought up and discussed the Security Systems Flock Agreement under separate cover.

> On a motion from Mr. Williams, seconded by Mr. Fife with all in favor, the Board of Supervisors approved increase $5,500.00 on the Flock Group, Inc security services contract with the installation to $1,500.00 and authorize the Vice Chairman to execute if the total amount fits within the Fiscal Year 2025/2026 Budget for the Deerbrook Community Development District.

> On a motion from Mr. Williams, seconded by Mr. Blakley with all in favor, the Board of Supervisors Closed the Public Hearing on the Fiscal Year 2025/2026 Final Proposed Budget for the Deerbrook Community Development District.

SEVENTH ORDER OF BUSINESS **Consideration of Resolution 2025-07; Approving Fiscal Year 2025-2026 Final Budget**

Mr. Hayes presented Resolution 2025-07 to the Board of Supervisors

> On a motion from Mr. Williams, seconded by Mr. Fife with all in favor, the Board of Supervisors adopted Resolution 2025-07 Approving Fiscal Year 2025-2026 Final Budget for the Deerbrook Community Development District.

DRAFT

EIGHTH ORDER OF BUSINESS **Consideration of Fiscal Year 2025-2026 Deficit Funding Agreement**

> On a motion from Mr. Williams, seconded by Mr. Blakley with all in favor, the Board of Supervisors approved the Fiscal Year 2025-2026 Deficit Funding Agreement between SK Deerbrook, LLC and the Deerbrook Community Development District for the Deerbrook Community Development District.

NINTH ORDER OF BUSINESS **Public Hearing on Fiscal Year 2025/2026 Assessments**

> On a motion from Mr. Williams, seconded by Mr. Blakley with all in favor, the Board of Supervisors Opened the Public Hearing on the Fiscal Year 2025/2026 Assessments for the Deerbrook Community Development District.

> On a motion from Mr. Williams, seconded by Mr. Blakley with all in favor, the Board of Supervisors Closed the Public Hearing on the Fiscal Year 2025/2026 Assessments for the Deerbrook Community Development District.

TENTH ORDER OF BUSINESS **Consideration of Resolution 2025-08; Levying O&M Assessments for Fiscal Year 2025/2026**

> On a motion from Mr. Williams, seconded by Mr. Fife with all in favor, the Board of Supervisors adopted Resolution 2025-08 Levying Operations & Maintenance Assessments for Fiscal Year 2025-2026 for the Deerbrook Community Development District.

ELEVENTH ORDER OF BUSINESS **Consideration of Resolution 2025-09 Setting the Fiscal Year 2025-2026 Meeting Schedule**

> On a motion from Mr. Williams, seconded by Mr. Budorick with all in favor, the Board of Supervisors adopted Resolution 2025-09 for Setting the Fiscal Year 2025-2026 Meeting Schedule for the Deerbrook Community Development District.

TWELFTH ORDER OF BUSINESS **Consideration of 2024-2025 Goals & Objectives Report**

Mr. Hayes presented the 2024/2025 Goals & Objectives Report to the Board of

Supervisors and explained that this report is for the Board Performance Measures/Standards and is the Annual Report form for Fiscal Year 2024/2025 based on House Bill 7013 law requirements that all Community Development District Boards must complete annually.

> On a motion from Mr. Fife, seconded by Mr. Williams with all in favor, the Board of Supervisors approved the 2024-2025 Goals & Objectives Report for the Deerbrook Community Development District.

THIRTEENTH ORDER OF BUSINESS **Consideration of Cooper Pools Commercial Pool Service Agreement**

> On a motion from Mr. Williams, seconded by Mr. Fife with all in favor, the Board of Supervisors approved Cooper Service Agreement in the amount of $1,500 per month for 3 visits per week (Monday, Wednesday, Friday) after District Counsel has prepared the final form agreement and authorize Chair to execute the agreement for the Deerbrook Community Development District.

FOURTEENTH ORDER OF BUSINESS **Audience Comment and Supervisor Requests**

There were no audience comments. There were no supervisor comments .

> On a motion from Mr. Williams, seconded by Mr. Blakley with all in favor, the Board of Supervisors Redesignated Officers of the District and by making William Fife the Chairman and making Candice Bain an Assistant Secretary and authorize District Counsel to prepare the Redesignated Officers resolution for the Deerbrook Community Development District.

FIFTEENTH ORDER OF BUSINESS **Adjournment**

> On a motion from Mr. Williams, seconded by Mr. Blakley with all in favor, the Board of Supervisors adjourned the meeting at 10:01 a.m. for Deerbrook Community Development District.

_____ _____

Assistant Secretary Chairman / Vice-Chairman

DRAFT

Tab 7

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA
MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614
www.deerbrookcdd.org

Operation and Maintenance Expenditures
July 2025
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2025 through July 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **$15,705.27**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Deerbrook Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
HV Solar Lighting, LLC	300046	458	Solar Street Lights 07/25	$ 7,150.00
Rizzetta & Company, Inc.	300045	INV0000100519	District Management Fees 07/25	$ 5,536.67
Rizzetta & Company, Inc.	300048	INV0000100983	Mass Mailing 07/25	$ 356.90
SentriForce	300047	74319	Monthly Security Services 07/25	$ 2,360.00
The Observer Group, Inc.	300049	25-01446P	Legal Advertising 07/25	$ 196.88
Withlacoochee River Electric Cooperative, Inc.	20250718-01	2290304 06/25 ACH	7177 Beaverhead Ln 06/25	$ 104.82
Report Total				**$ 15,705.27**

HV Solar Lighting, LLC

35 Joyce Lane
Woodbury, NY 11797

Invoice

Date	Invoice #
7/1/2025	458

Bill To

Deerbrook CDD
3434 Colwell Avenue
Suite 200
Tampa, FL 33614

Ship To

Deerbrook CDD
3434 Colwell Avenue
Suite 200
Tampa, FL 33614

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
July 2025 monthly...	on the 1st of each mo...		6/24/2025			

Quantity	Item Code	Description	U/M	Price Each	Amount
56	Deerbrook	Deerbrook Phase 1		55.00	3,080.00
74	Deerbrook	Deerbrook Phase 2		55.00	4,070.00
		July 2025 monthly billing			

Total $7,150.00

E-mail

olga@exarchagroup.com

RECEIVED
06/25/25

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
7/2/2025	INV0000100519

Bill To:

Deerbrook CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
July	Upon Receipt	00624

Description	Qty	Rate	Amount
Accounting Services	1.00	$1,648.00	$1,648.00
Administrative Services	1.00	$360.50	$360.50
Dissemination Services	1.00	$416.67	$416.67
Financial & Revenue Collections Services	1.00	$309.00	$309.00
Landscape Consulting Services	1.00	$900.00	$900.00
Management Services	1.00	$1,802.50	$1,802.50
Website Compliance & Management	1.00	$100.00	$100.00

Subtotal	$5,536.67
Total	$5,536.67

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
7/21/2025	INV0000100983

RECEIVED
07/21/25

Bill To:

Deerbrook CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
July	Upon Receipt	00624

Description	Qty	Rate	Amount
Mass Mailing - Budget Notice	1.00	$356.90	$356.90

Subtotal	$356.90
Total	$356.90

Invoice

SentriForce
6210 Rothway St.
Suite 100
Houston, TX 77040

Billing Address

Deerbrook CDD
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Date	Invoice #	Terms	Rep	Due Date
7/1/2025	74319	Net 30		7/31/2025

Item	Description	Qty	Rate	Serviced	Amount
RAPDZ	DUAL ZONE DETECTION UNIT LOCATION: 7400 Broad River Ave Land O Lakes Fl 34638	2	1,000.00	7/1/2025	2,000.00
RAPTOR Sola...	Solar Power Pack Kit with Battery and Solar Panel	2	180.00	7/1/2025	360.00

RECEIVED
07/01/2025

Monthly Security Invoice

Sales Tax (0.0%)	$0.00
Total	$2,360.00
Payments/Credits	$0.00
Balance Due	$2,360.00

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 25-01446P **Date 07/18/2025**

RECEIVED 07/17/25

Attn:
Deerbrook CDD - Rizzetta
3434 COLWELL AVENUE SUITE 200
TAMPA FL 33614

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description	Amount
Serial # 25-01446P **Request for Proposals** **RE:** Deerbrook Request for Proposals for Landscape & Irrigation Maintenance **Published:** 7/18/2025	$196.88

Important Message

Please include our Serial # on your check

Pay by credit card online: https://legals.businessobserverfl.com/send-payment/

Paid	()
Total	**$196.88**

Payment is expected within 30 days of the first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE
The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Serial Number
25-01446P

Business Observer

Published Weekly
New Port Richey , Pasco County, Florida

COUNTY OF PASCO

STATE OF FLORIDA

Before the undersigned authority personally appeared Cyndi Gustafson who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at New Port Richey , Pasco County, Florida; that the attached copy of advertisement,

being a Request for Proposals

in the matter of Deerbrook Request for Proposals for Landscape & Irrigation Maintenance

in the Court, was published in said newspaper by print in the

See Attached

issues of 7/18/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Cyndi Gustafson

Sworn to and subscribed, and personally appeared by physical presence before me,

18th day of July, 2025 A.D.

by Cyndi Gustafson who is personally known to me.

Notary Public, State of Florida
(SEAL)

KIMBERLY S. MARTIN
MY COMMISSION # HH 282034
EXPIRES: July 25, 2026

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.

Your Touchstone Energy® Cooperative

P.O. Box 278 • Dade City, Florida 33526-0278

Account Number	**2290304**	Cycle	**03**
Meter Number	71428133		
Customer Number	20165009		
Customer Name	DEERBROOK CDD		

Bill Date	**07/07/2025**
Amount Due	**104.82**
Current Charges Due	**07/28/2025**

District Office Serving You
Bayonet Point

See Reverse Side For More Information

Service Address 7177 BEAVERHEAD LN
Service Description WELL
Service Classification General Service Non-Demand

ELECTRIC SERVICE

From Date	From Reading	To Date	To Reading	Multiplier	Dem. Reading	KW Demand	kWh Used
06/02	53800	07/01	54401				601

Comparative Usage Information

Period	Days	Average kWh Per Day
Jul 2025	29	21
Jun 2025	32	18
Jul 2024	28	17

BILLS ARE DUE WHEN RENDERED
A 1.5 percent, but not less than $5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.

Previous Balance		**102.46**
Payment	**102.46CR**	
Balance Forward		**0.00**
Customer Charge	**39.16**	
Energy Charge 601 KWH @ 0.06090	**36.60**	
Fuel Adjustment 601 KWH @ 0.04400	**26.44**	
FL Gross Receipts Tax	**2.62**	
Total Current Charges		**104.82**
Total Due E.F.T.		**104.82**

2 0 1 6 5 0 0 9

You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's Secure Pay-By-Phone system.

RECEIVED 07/08/2025

DO NOT PAY
Total amount will be electronically transferred on or after 07/18/2025.

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.
Your Touchstone Energy® Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

Please **Detach and Return** This Portion With Your Payment To Ensure Accurate Posting.

See Reverse Side For Mailing Instructions

Bill Date: 07/07/2025

Use above space for address change ONLY.

District: BP03

2290304 **BP03**
DEERBROOK CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Electronic Funds Transfer on or after	**07/18/2025**
TOTAL CHARGES DUE	**104.82**
DO NOT PAY	

0002290304000010482000010482O5

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA
MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614
www.deerbrookcdd.org

Operation and Maintenance Expenditures
August 2025
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2025 through August 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **$46,376.40**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Deerbrook Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Advanced Aquatic Services, Inc.	300050	10559587	Monthly Lake Maintenance 07/25	$ 2,417.00
F Peter Williams	300051	FW070825	Board of Supervisor Meeting 07/08/25	$ 200.00
John C. Blakley	300052	JB070825	Board of Supervisor Meeting 07/08/25	$ 200.00
Kutak Rock, LLP	300053	3581977	Legal Service - General Counsel 05/25	$ 1,075.72
Kutak Rock, LLP	300053	3582005	Legal Service - Boundary Amendment 05/25	$ 161.50
RedTree Landscape Systems, LLC	300055	30160	Landscape Maintenance 06/25	$ 21,050.00
RedTree Landscape Systems, LLC	300055	30556	Landscape Maintenance 07/25	$ 21,050.00
RedTree Landscape Systems, LLC	300054	30891	Irrigation Repairs 07/25	$ 41.25
The Observer Group, Inc.	300056	25-01533P	Legal Advertising 07/25	$ 74.38
Withlacoochee River Electric Cooperative, Inc.	20250822-01	2290304 07/25 ACH	7177 Beaverhead Ln 07/25	$ 106.55
Report Total				**$ 46,376.40**

Advanced Aquatic Services Inc.
292 South Military Trail
Deerfield Beach, FL 33442
954-596-2127

7/1/2025
10559587
$2,417.00

Bill To
Deerbrook CDD c/o Rizzetta and Company, Inc. 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544

Due Date
Net 30
7/31/2025

Monthly Lake Maintenance.	1,415.00
Monthly Maintenance of Wetland/Buffer Areas.	1,002.00

THE INVOICE DATE ABOVE INDICATES MONTH SERVICES WILL BE PERFORMED

These Invoice Charges Reflect a 5% Discount for the Customer.

Advanced Aquatic Services Inc.
292 South Military Trail
Deerfield Beach, FL 33442
954-596-2127

RECEIVED
06/24/25

$2,417.00

Deerbrook CDD - Regular Meeting

Meeting Date: July 8, 2025

SUPERVISOR PAY REQUEST

Name of Board Supervisor	Check if to be paid for this meeting	
Candice Bain		
Pete Williams	✓	PW070825
Bill Fife*	[redacted]	
Owen Budorick*		
John Blakley	✓	JB070825

(*) Does not get paid

NOTE: Supervisors are only paid if checked.

RECEIVED
07/08/2025

EXTENDED MEETING TIMECARD

Meeting Start Time:	9:03 AM
Meeting End Time:	9:30 AM
Total Meeting Time:	27 minutes

Time Over 10 (?) Hours:	0

Total at $175 per Hour:	$0

ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	0
Additional or Continued Meeting?	0
Total Meeting Time:	0
Total at $175 per Hour:	$0.00

Business Mileage Round Trip	0
IRS Rate per Mile	$0.700
Mileage to Charge	$0.00

DM Signature: _____

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

June 17, 2025

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3581977
Client Matter No. 32723-1
Notification Email: eftgroup@kutakrock.com

Deerbrook CDD
Rizzetta & Company
Unit 200
3434 Colwell Avenue
Tampa, FL 33614

RECEIVED
06/18/25

Invoice No. 3581977
32723-1

Re: General Counsel

For Professional Legal Services Rendered

05/04/25	G. Lovett	0.30	79.50	Monitor legislative process relating to matters impacting special districts
05/13/25	J. Earlywine	1.20	384.00	Prepare for, travel to and from, and attend Board meeting; follow-up
05/15/25	A. Ligas	0.20	53.00	Prepare response to notice to owner; send district staff the same
05/19/25	A. Ligas	0.70	185.50	Prepare landscape RFP; correspond with district staff regarding the same
05/20/25	J. Cox	0.20	59.00	Telephone conference with Kolter concerning next steps on RET lights
05/21/25	A. Ligas	0.30	79.50	Conference with planning department regarding petition to amend boundaries; prepare petition and email the same
TOTAL HOURS		2.90		

TOTAL FOR SERVICES RENDERED		$840.50
DISBURSEMENTS		
Travel Expenses	235.22	
TOTAL DISBURSEMENTS		235.22
TOTAL CURRENT AMOUNT DUE		$1,075.72

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

June 17, 2025

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3582005
Client Matter No. 32723-4
Notification Email: eftgroup@kutakrock.com

Deerbrook CDD
Rizzetta & Company
Unit 200
3434 Colwell Avenue
Tampa, FL 33614

RECEIVED
06/18/25

Invoice No. 3582005
32723-4

Re: Boundary Amendment

For Professional Legal Services Rendered

05/12/25	K. Ibarra	0.20	44.00	Correspondence with newspaper regarding publication of notice of boundary amendment hearing
05/22/25	K. Ibarra	0.10	22.00	Correspondence with newspaper regarding notice of boundary amendment hearing
05/23/25	K. Ibarra	0.20	44.00	Review proof of publication of notice of boundary amendment hearing
05/28/25	B. Davenport	0.10	29.50	Call into meeting to discuss hearing coverage
05/30/25	K. Ibarra	0.10	22.00	Review e-tearsheet of notice of boundary amendment hearing
TOTAL HOURS		0.70		

TOTAL FOR SERVICES RENDERED	$161.50
TOTAL CURRENT AMOUNT DUE	$161.50

INVOICE

RedTree Landscape Systems
5532 Auld Lane
Holiday, FL 34690

service@redtreelandscape.systems
+1 (727) 810-4464
redtreelandscapesystems.com

Bill to
Deerbrook CDD
5844 Old Pasco Road Ste 100
Wesley Chapel, FL 33544

Ship to
Deerbrook CDD
5844 Old Pasco Road Ste 100
Wesley Chapel, FL 33544

Invoice details
Invoice no.: 30160
Terms: Due on receipt
Invoice date: 06/01/2025
Due date: 06/01/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Grounds Maintenance Services**	Monthly Pond Maintenance	1	$3,250.00	$3,250.00
		Subtotal	Subtotal			**$3,250.00**
2.			Common Area Maintenance effective 4/1			
3.		**Grounds Maintenance Services**	Monthly Grounds Maintenance	1	$7,700.00	$7,700.00
4.		**Grounds Maintenance Services**	Monthly Turf and Shrub Treatments	1	$1,650.00	$1,650.00
5.		**Grounds Maintenance Services**	Monthly Irrigation System Inspection	1	$1,100.00	$1,100.00
		Subtotal	Subtotal			**$10,450.00**
6.		**Grounds Maintenance Services**	Addendum: Pond Maintenance Services, Pro-rated Monthly Charge	1	$7,350.00	$7,350.00

Total RECEIVED 06/02/25 **$21,050.00**

INVOICE

RedTree Landscape Systems
5532 Auld Lane
Holiday, FL 34690

service@redtreelandscape.systems
+1 (727) 810-4464
redtreelandscapesystems.com

Bill to
Deerbrook CDD
5844 Old Pasco Road Ste 100
Wesley Chapel, FL 33544

Ship to
Deerbrook CDD
5844 Old Pasco Road Ste 100
Wesley Chapel, FL 33544

Invoice details
Invoice no.: 30556
Terms: Due on receipt
Invoice date: 07/01/2025
Due date: 07/01/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Grounds Maintenance Services**	Monthly Pond Maintenance	1	$3,250.00	$3,250.00
		Subtotal	Subtotal			**$3,250.00**
2.			Common Area Maintenance effective 4/1			
3.		**Grounds Maintenance Services**	Monthly Grounds Maintenance	1	$7,700.00	$7,700.00
4.		**Grounds Maintenance Services**	Monthly Turf and Shrub Treatments	1	$1,650.00	$1,650.00
5.		**Grounds Maintenance Services**	Monthly Irrigation System Inspection	1	$1,100.00	$1,100.00
		Subtotal	Subtotal			**$10,450.00**
6.		**Grounds Maintenance Services**	Addendum: Pond Maintenance Services, Pro-rated Monthly Charge	1	$7,350.00	$7,350.00

Total **$21,050.00**

RECEIVED
07/01/2025

INVOICE

RedTree Landscape Systems
5532 Auld Lane
Holiday, FL 34690

service@redtreelandscape.systems
+1 (727) 810-4464
redtreelandscapesystems.com

Bill to
Deerbrook CDD
5844 Old Pasco Road Ste 100
Wesley Chapel, FL 33544

Ship to
Deerbrook CDD
5844 Old Pasco Road Ste 100
Wesley Chapel, FL 33544

RECEIVED 07/29/25

Invoice details
Invoice no.: 30891
Terms: Due on receipt
Invoice date: 07/29/2025
Due date: 07/29/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Irrigation repairs were performed as follows on 7.3.25			
2.		**Sales**	4" Rotor	1	$25.00	$25.00
3.		**Sales**	Labor-Technician	0.25	$65.00	$16.25

Total **$41.25**

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 25-01533P **Date 07/25/2025**

Attn:
Deerbrook CDD - Rizzetta
3434 COLWELL AVENUE SUITE 200
TAMPA FL 33614

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description	Amount
Serial # 25-01533P **Notice of Public Hearing** **RE:** Deerbrook Board of Supervisors Meeting on August 12, 2025 **Published:** 7/25/2025	$74.38

RECEIVED 07/24/2025

Important Message

Please include our Serial # on your check

Pay by credit card online: https://legals.businessobserverfl.com/send-payment/

Paid	()
Total	**$74.38**

Payment is expected within 30 days of the first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE
The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025/2026 BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors (**"Board"**) of the Deerbrook Community Development District (**"District"**) will hold a public hearing on **August 12, 2025 at 9:00 a.m., and at Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544** for the purpose of hearing comments and objections on the adoption of the proposed budget(s) (**"Proposed Budget"**) of the District for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (**"Fiscal Year 2025/2026"**). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the **District Manager, c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 Ph: (813)994-1001 ("District Manager's Office")**, during normal business hours, or by visiting the District's website at https://www.deerbrookcdd.org/.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
Lynn Hayes
July 25, 2025 25-01533P

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Serial Number
25-01533P

Business Observer

RECEIVED
JUL 28 2025
BY: .....

Published Weekly
New Port Richey , Pasco County, Florida

COUNTY OF PASCO

STATE OF FLORIDA

Before the undersigned authority personally appeared Lindsey Padgett who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at New Port Richey , Pasco County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of Deerbrook Board of Supervisors Meeting on August 12, 2025

in the Court, was published in said newspaper by print in the

issues of 7/25/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of July, 2025 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida
(SEAL)

KIMBERLY S. MARTIN
MY COMMISSION # HH 282034
EXPIRES: July 25, 2026

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025/2026 BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Deerbrook Community Development District ("**District**") will hold a public hearing on **August 12, 2025 at 9:00 a.m., and at Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544** for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("**Proposed Budget**") of the District for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the **District Manager, c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 Ph: (813)994-1001 ("District Manager's Office")**, during normal business hours, or by visiting the District's website at https://www.deerbrookcdd.org/.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
Lynn Hayes
July 25, 2025 25-01533P

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.

Your Touchstone Energy® Cooperative

P.O. Box 278 • Dade City, Florida 33526-0278

Account Number	**2290304**	Cycle	**03**
Meter Number	71428133		
Customer Number	20165009		
Customer Name	DEERBROOK CDD		

Bill Date	**08/06/2025**
Amount Due	**106.55**
Current Charges Due	**08/27/2025**

District Office Serving You
Bayonet Point

See Reverse Side For More Information

Service Address 7177 BEAVERHEAD LN
Service Description WELL
Service Classification General Service Non-Demand

ELECTRIC SERVICE

From Date	From Reading	To Date	To Reading	Multiplier	Dem. Reading	KW Demand	kWh Used
07/01	54401	08/01	55018				617

Comparative Usage Information

Period	Days	Average kWh Per Day
Aug 2025	31	20
Jul 2025	29	21
Aug 2024	31	11

BILLS ARE DUE WHEN RENDERED
A 1.5 percent, but not less than $5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.

Previous Balance		**104.82**
Payment	**104.82CR**	
Balance Forward		**0.00**
Customer Charge	**39.16**	
Energy Charge 617 KWH @ 0.06090	**37.58**	
Fuel Adjustment 617 KWH @ 0.04400	**27.15**	
FL Gross Receipts Tax	**2.66**	
Total Current Charges		**106.55**
Total Due E.F.T.		**106.55**

2 0 1 6 5 0 0 9

You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's Secure Pay-By-Phone system.

RECEIVED 08/07/2025

DO NOT PAY
Total amount will be electronically transferred on or after 08/22/2025.

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.

Your Touchstone Energy® Cooperative

P.O. Box 278 • Dade City, Florida 33526-0278

Please **Detach and Return** This Portion With Your Payment To Ensure Accurate Posting.

See Reverse Side For Mailing Instructions

Bill Date: 08/06/2025

Use above space for address change ONLY.

District: BP03

2290304 **BP03**
DEERBROOK CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Electronic Funds Transfer on or after	**08/22/2025**
TOTAL CHARGES DUE	**106.55**
DO NOT PAY	

00022903040000106550000106550 5

Tab 8

CONTRACT FOR PROFESSIONAL DISTRICT MANAGEMENT SERVICES

DATE: October 1, 2025

BETWEEN: **RIZZETTA & COMPANY, INC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**District Manager**")

AND:

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**District**," and together with District Manager, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for District Manager to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. Additionally, this Contract consolidates all services provided by District Manager including continuing disclosure and technology services. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract. This Contract constitutes the entire understanding between the Parties and supersedes all prior Contracts, which are hereby terminated and of no further effect.

A. **STANDARD ON-GOING SERVICES**. The District Manager shall provide the following Standard On-Going Services to the District pursuant to this Contract:

i. **Management** - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;

ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;

iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity. District Manager shall be identified as agent or custodian of the District's bank accounts with signatory authority.

iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.

v. **Continuing Disclosure** – serve as the District's Dissemination Agent and provides such duties as required per the District's Continuing Disclosure Agreements and compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) for all series of bonds requiring such services.

vi. **Website Management** – services associated with managing the content of the District's website in compliance with Chapter 189.069, Florida Statutes.

B. **TIME FRAME.** The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

II. **ADDITIONAL SERVICES**. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, shall be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;

- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the District Manager shall provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the District Manager.

III. **LITIGATION SUPPORT SERVICES.** Upon the District's request, the District Manager shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the District Manager shall provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The District Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the District Manager.

IV. **ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.

V. **TERM.** The District Manager's services as provided in this Contract shall commence on October 1, 2025. This Contract shall automatically renew annually unless terminated pursuant to its terms. The District Manager acknowledges that the prices of this Contract are firm and that the District Manager may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

VI. **FEES AND EXPENSES; PAYMENT TERMS.**

A. **FEES AND EXPENSES.**

i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the District Manager for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the District Manager's compensation for services provided pursuant to this Contract, the District shall compensate the District Manager only for those services

provided under the terms of this Contract. Unless otherwise specified by this Contract, the District Manager shall invoice the District for the District Manager's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved shall be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment for those services shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice. District shall establish and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by District Manager to meet the District's obligations for all amounts owed to District Manager under this Contract.

ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Contract terms.

iii. In the event the District authorizes a change in the scope of services requested, District Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the District Manager or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services shall be subject to reimbursement at cost. These expenses include but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. PAYMENT TERMS.

i. **Standard On-Going Services**. Standard-On Going Services shall be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.

ii. **Additional Services.** Additional Services shall either be billed monthly at the District Manager's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.

iii. **Litigation Support Services.** Litigation Support Services shall be billed monthly on an hourly basis for the hours incurred at the District Manager's proposed hourly rate, as authorized by the District and negotiated by the Parties.

iv. **Out-of-Pocket expenses**. Out-of-Pocket expenses not included under the Standard-On Going Services of the District Manager shall be billed monthly as incurred.

All invoices shall be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

VII. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the District Manager, the District Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay District Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. District Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.

VIII. **NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

IX. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the District Manager.

X. **RESPONSIBILITIES.**

A. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the District Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

B. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Chapter 190.006, District Manager shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the District Manager. District Manager shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

XI. **TERMINATION.** This Contract may be terminated as follows:

A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the District Manager. Termination for "good cause" shall be effected by written notice to District Manager

electronically at the address noted herein.

B. By the District Manager for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay District Manager for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for District Manager to undertake any action or implement a policy of the Board which District Manager deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.

C. By the District Manager or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.

D. Upon any termination, District Manager shall be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. District Manager shall make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XII. GENERAL TERMS AND CONDITIONS.

A. All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.

B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Pasco County, Florida.

D. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.

E. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the District Manager.

F. The District Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The District Manager agrees to take steps to repair any damage resulting from the District Manager's activities and work pursuant to the Contract within twenty-four hours (24) hours.

G. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

A. DISTRICT INDEMNIFICATION. To the extent the District Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the District Manager, its employees, officers, or agents from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that District Manager its employees, officers, or agents, may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District Manager may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

DISTRICT MANAGER INDEMNIFICATION. The District Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

The terms of this Section shall survive the termination of this Contract.

B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIV. WAIVER OF DAMAGES. The District Manager, its employees, officers, or agents, shall not be liable for any acts or omissions of any previous manager(s) of the District. Additionally, the District Manager, its employees, officers or agents, shall not be liable, responsible, or accountable in damages or otherwise to the District for any acts performed by the District Manager, its employees, officers or agents, in good faith and within the

scope of this Agreement. Further, the District Manager, its employees, officers, or agents, shall not be liable to the District or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the District or otherwise titled in the name of the District (collectively, "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the District which is delivered to the District Manager and deposited into any of the District Bank Accounts. The terms of this Section shall survive the termination of this Contract.

XV. INSURANCE.

A. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars ($1,000,000.00) throughout the term of this Contract.

B. The District Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

ii. General Liability Insurance with the limit of One Million Dollars ($1,000,000.00) per each occurrence.

iii. Professional Liability Insurance with limit of no less than One Million Dollars ($1,000,000.00) per each occurrence.

iv. Employment Practices Liability Insurance with limit of Two Million Dollars ($2,000,000.00) per each occurrence.

v. Comprehensive Automobile Liability Insurance for all vehicles used by the District Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars ($1,000,000.00).

C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees shall be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. District Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

D. The District agrees to list the District Manager as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the District Manager or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider shall issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such

endorsement shall not exceed the monetary limitations of liability provided in Section 768.28, Florida Statutes.

E. If the District Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the District Manager 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.

XVI. ASSIGNMENT. Except as provided in this section, neither the District nor the District Manager may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the District Manager or the District without the prior written approval of the other party is void.

XVII. COMPLIANCE WITH PUBLIC RECORDS LAWS. District Manager understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, District Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. District Manager acknowledges that District Manager is the designated public records custodian for the District("Public Records Custodian"). Among other requirements and to the extent applicable by law, the District Manager shall 1) keep and maintain public records required by the District to perform the service; 2) 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 and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 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 District Manager does not transfer the records to the new Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in District Manager'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 District Manager, the District Manager 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 DISTRICT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

XVIII. NOTICES. All notices, requests, consents and other communications under this Contract ("**Notices**") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:	Deerbrook Community Development District 3434 Colwell Avenue, Suite 200 Tampa, FL 33614
With a copy to:	Kutak Rock LLP 107 W. College Avenue Tallahassee, FL 32301 Attn: District Counsel
If to the District Manager:	Rizzetta & Company, Inc. 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. 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 Contract 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 District Manager may deliver Notice on behalf of the District and the District Manager, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

XIX. EFFECTIVE DATE. This Contract shall become effective on October 1, 2025 and shall remain effective until terminated by either the District or the District Manager in accordance with the provisions of this Contract.

XX. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.

XXI. AGREEMENT; CONFLICTS. This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the District Manager relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.

XXII. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either the District or the District Manager under this Contract 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 Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.

XXIII. **THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the District Manager 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 Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the District Manager any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the District Manager and their respective representatives, successors, and assigns.

XXIV. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The District Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the District Manager 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 a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the District Manager 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 of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.

XXV. **ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the District Manager participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language shall not be interpreted or construed against any party.

XXVI. **COUNTERPARTS.** This Contract 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.

XXVII. **E-VERIFICATION**. Pursuant to Section 448.095(2), Florida Statutes,

A. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and shall remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using 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.

B. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement as

required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor shall immediately terminate its contract with the subcontractor.

C. If this Agreement is terminated in accordance with this section, then the Contractor shall be liable for any additional costs incurred by the District.

XXVIII. SAFE AND HEALTHY WORK ENVIRONMENT. District agrees to provide a safe and healthy work environment for all employees provided by the District Manager. If the District Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, the District Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit its employees from going to the areas managed by the District to provide services or remove on-site employees upon written notice to the District. During the period of time that employees have been removed, District Manager shall have no responsibility for performance of services under this Contract that would be performed by on-site employees or by employees prohibited from going to the areas managed by the District. Further, District Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the District Manager's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the District Manager's on-site employees have been removed or other employees have been prohibited from going to areas managed by the District.

XXVIV. FORCE MAJEURE. The Parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "**Force Majeure**"), except with respect to amounts to be paid by the District for services actually provided by District Manager pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to the District Manager by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

XXVV. DISLCOSURE. Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc.

(Remainder of this page is left blank intentionally)

Therefore, the District Manager and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: William J Rizzetta

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: Aug 6, 2025

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT

BY: Owen Budorick Digitally signed by Owen Budorick DN: C=US, E=obudorick@kolter.com, O=Asst. Secretary, OU=Deerbrook CDD, CN=Owen Budorick Date: 2025.08.06 16:26:50-04'00'

PRINTED NAME:

TITLE: Chairman/Vice Chairman

DATE:

Exhibit A – Scope of Services
Exhibit B – Schedule of Fees
Exhibit C – Municipal Advisor Disclaimer
Exhibit D – Public Records Request Policy
Exhibit E – Human Trafficking Affidavit

EXHIBIT A
Scope of Services

STANDARD ON-GOING SERVICES: These services shall be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.

B. Ensure compliance with all statutes affecting the district which include but are not limited to:

1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
4. Provide Form 1 Financial Disclosure documents for Board Members
5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
    a. Provide written notice to owners of public hearing on the budget and its related assessments.
12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.

15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
16. Provide for submitting the regular meeting schedule of the Board to County.
17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
20. Provide for public records announcement and file document of registered voter data each June.
21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
    a. Provide for the appropriate ad templates and language for each of the above.
24. Provide for instruction to Landowners on the Election Process and forms, etc.
25. Respond to Bond Holders Requests for Information.
26. Implement the policies established by the Board in connection with the operations of the District.

C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
F. Monitor certificates of insurance as needed per contracts.
G. Answer Project Status Inquiries from Contractors Bonding Companies.
H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

ADMINISTRATIVE:

A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.

B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.

C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.

1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.

D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.

E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

A. Financial Statements

1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
   a) Chart of Accounts
   b) Vendor and Customer Master File
   c) Report creation and set-up.
2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
   a) Cash Investment Account Reconciliations per fund
   b) Balance Sheet Reconciliations per fund
   c) Expense Variance Analysis
3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
5. Manage banking relations with the District's Depository and Trustee.
6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
7. Account for assets constructed by or donated to the District for maintenance.
8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
9. Provide Audit support to auditors for the required Annual Audit, as follows:
   a) Review statutory and bond indenture requirements
   b) Prepare Audit Confirmation Letters for independent verification of activities.

c) Prepare all supporting accounting reports and documents as requested by the auditors

d) Respond to auditor questions

e) Review and edit draft report

f) Prepare year-end adjusting journal entries as required

10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.

11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.

2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.

3. Prepare and cause to be published notices of all budget hearings and workshops.

4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.

a) Manage Vendor Information per W-9 reports

2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.

3. Maintain checking accounts with qualified public depository including:

a) Reconciliation to reported bank statements for all accounts and funds.

4. Prepare year-end 1099 Forms for Vendor payments as applicable.

a) File reports with IRS.

D. Capital Program Administration

1. Maintain proper capital fund and project fund accounting procedures and records.

2. Process Construction requisitions including:

a) Vendor Contract completion status

b) Verify Change Orders for materials

c) Check for duplicate submittals

d) Verify allowable expenses per Bond Indenture Agreements such as:

(1) Contract Assignment
(2) Acquisition Agreement
(3) Project Construction and Completion Agreement

3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

A. Administer Prepayment Collection:

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.

3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

B. Administer Assessment Roll Process:

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties or other assessable lands.
4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.

C. Administer Assessments for Off Tax Roll parcels/lots:

1. Maintain and update current list of owners of property not assessed via the tax roll.
2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.

D. True-Up Analysis:

1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

CONTINUING DISCLOSURE:

A. Dissemination Agent:

1. Serve as the District's Dissemination Agent and provides such duties as required per the District's Continuing Disclosure Agreements and compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) for all series of bonds requiring such services.

WEBSITE MANAGEMENT:

A. Website Management:

1. Consultant shall manage the content of the website in compliance with Chapter 189.069, Florida Statutes. Consultant shall maintain the domain for the District. Consultant shall provide the website maintenance provider with documents and

updated content as required in accordance with Chapter 189.0069 Florida Statutes.

Required Website Content: Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites are required to include and make available the following information or documents, which requirements may be changed from time to time. Changes to the requirements may be subject to additional fees:

a. The full legal name of the special district.
b. The public purpose of the special district.
c. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
d. The fiscal year of the special district.
e. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
f. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
g. A description of the boundaries or service area of, and the services provided by, the special district.
h. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
i. The primary contact information for the special district for purposes of communication from the department.
j. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
k. The budget of the special district and any amendments thereto in accordance with s. 189.016.
l. Tentative budgets shall be posted at least two (2) days before the budget hearing and remain on District website for forty-five (45) days.
m. Final adopted budgets shall be posted within thirty (30) days after adoption and remain on District website for two (2) years.
n. Budget amendments shall be posted within five (5) days after adoption and remain on District website for two (2) years.
o. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district or a link to the District's most recent final, complete audit report on the Auditor General's website.
p. A listing of the District's regularly scheduled public meetings as required by s. 189.015(1).
q. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
r. At least seven (7) days before each meeting or workshop, the agenda of the event, The information must remain on the website for at least one (1) year after the event.

ADDITIONAL SERVICES:

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;

2. True-Up Analysis;
   a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
   b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;

C. Bond Issuance Services

1. Special Assessment Allocation Report;
   a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
   b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
   c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments

2. Bond Validation;
   a) Coordinate the preparation of a Bond Validation Report which states the "Not-to-exceed" par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
   b) Provide expert testimony at bond validation hearing in circuit court.

3. Certifications and Closing Documents;
   a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;

I. Continuing Disclosure/Representative/Agent;

J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.

K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

A. Issue estoppel letters as needed for property transfers

1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
2. Issue lien releases for properties which prepay within in the District.

B. Bond prepayment processing

1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
2. Maintain collection log showing all parcels that have pre-paid assessments.
3. Prepare, execute and issue release of lien to be recorded in public records.

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY	ANNUALLY
Management:	$1,874.58	$22,495
Administrative:	$374.92	$4,499
Accounting:	$1,713.92	$20,567
Financial & Revenue Collections:	$321.33	$3,856
Assessment Roll[(1)]		$5,356
Continuing Disclosure:	$416.67	$5,000
Website Management:	$110.00	$1,320
Total Standard On-Going Services:	$4,811.42	$63,093

(1) Assessment Roll is to paid in one lump-sum upon completion.

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	$ 400
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	$ 400
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	$ 100
Two+ Lots (on tax roll)	Per Occurrence	$ 125
One Lot (direct billed by the District)	Per Occurrence	$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	$ 125
Two – Five Lots	Per Occurrence	$ 200
Six – Ten Lots	Per Occurrence	$ 300
Eleven – Fifteen Lots	Per Occurrence	$ 400
Sixteen+ Lots	Per Occurrence	$ 500
Bond Amortization Schedules	Per Occurrence	$ 600
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests shall be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Regional Manager	$ 52.00
District Manager	$ 40.00
Accounting & Finance Staff	$ 28.00
Administrative Support Staff	$ 21.00

LITIGATION SUPPORT SERVICES:

Litigation Support Services shall be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	$ 500.00
Chief Financial Officer	$ 450.00
Vice President	$ 400.00
Controller	$ 350.00
Regional District Manager	$ 300.00
Accounting Director	$ 300.00
Finance Manager	$ 300.00
Senior District Manager	$ 275.00
District Manager	$ 250.00
Amenity Services Manager	$ 250.00
Business Development Manager	$ 250.00
Landscape Inspection Services Manager	$ 250.00
Financial Analyst	$ 250.00
Senior Accountant	$ 225.00
Landscape Specialist	$ 200.00
Administrative Support Manager	$ 200.00
Senior Financial Associate	$ 200.00
Senior Administrative Assistant	$ 200.00
Staff Accountant II	$ 200.00
District Coordinator	$ 175.00
Administrative Assistant II	$ 150.00
District Compliance Associate	$ 150.00
Staff Accountant	$ 150.00
Financial Associate	$ 150.00
Administrative Assistant	$ 100.00
Accounting Clerk	$ 100.00
Client Relations Specialist	$ 100.00

EXHIBIT C
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.

EXHIBIT D
Public Records Request Policy and Fees

Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that shall be utilized in preparing responses to public record requests.

Requests for District Records:

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.

2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.

3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons shall be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.

4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian shall then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.

5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.

6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.

7. Florida's public records law does not require the District to answer questions regarding the records produced.

Processing Responsive Records:

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party shall be charged according to the District's adopted fee schedule.

2. Records are only required to be produced in the format(s) in which they exist.

3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.

4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.

5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.

6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.

EXHIBIT E

Nongovernmental Entity
Human Trafficking Affidavit
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Rizzetta & Company, Incorporated and attest that Rizzetta & Company, Incorporated does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

FURTHER AFFIANT SAYETH NOT.

Rizzetta & Company, Incorporated, a Florida Corporation

By: William J Rizzetta
Name: William J. Rizzetta
Title: President

2025-10-01 - Deerbrook CDD - Contract for District Management Services (consolidated)

Final Audit Report 2025-08-06

Created:	2025-08-06
By:	Scott Brizendine (sbrizendine@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzyTtHzSH_UnkXBo1bMlqRNrPCqdbqqS8

"2025-10-01 - Deerbrook CDD - Contract for District Management Services (consolidated)" History

Document created by Scott Brizendine (sbrizendine@rizzetta.com)
2025-08-06 - 1:09:43 AM GMT

Document emailed to Bill Rizzetta (brizzetta@rizzetta.com) for signature
2025-08-06 - 1:09:49 AM GMT

Email viewed by Bill Rizzetta (brizzetta@rizzetta.com)
2025-08-06 - 1:10:09 AM GMT

Document e-signed by Bill Rizzetta (brizzetta@rizzetta.com)
Signature Date: 2025-08-06 - 12:02:44 PM GMT - Time Source: server

Agreement completed.
2025-08-06 - 12:02:44 PM GMT

Tab 9

Docusign Envelope ID: 67C95106-C29B-4D43-8068-097E2935AC3B

AGREEMENT FOR POOL MAINTENANCE SERVICES

This "**Agreement**" is by and between: ***Deerbrook Community Development District***, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 3434 Colwell Ave, Suite 200, Tampa, Florida 33614 ("**District**"), and ***Cooper Pools Inc*** ("**Contractor**") with an address of 4740 B Allen Road, Zephyrhills, Florida 33541 and is dated August 13th, 2025:

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the date first written above.

2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "**Services**" outlined in **Exhibit A**. 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, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, 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. 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.

3. **TERM.** Contractor shall provide the Services beginning upon the full execution of this Agreement and continue through September 30, 2026, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1, 2026 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

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

5. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Notwithstanding the immediately preceding sentence, the District shall give the Contractor a reasonable amount of time to perform said repairs if the materials required are not available in time for the Contractor to complete such repairs within a 24-hour period. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed in writing by the District.

6. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. 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. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.

7. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B.** 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 coverage, 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. The District, and its staff and Board Supervisors, shall be considered Additional Insureds under the insurance set forth in **Exhibit B.**

8. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

9. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 14 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.

Docusign Envelope ID: 67C95106-C29B-4D43-8068-097E2935AC3B

10. **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*.

11. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

13. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *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.

14. **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.*

15. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this document controls.

[*Signature blocks on the following page*]

Docusign Envelope ID: 67C95106-C29B-4D43-8068-097E2935AC3B

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

DEERBOOK COMMUNITY DEVELOPMENT DISTRICT

Signed by:

By: Bill Pile
Its: Chairperson, Board of Supervisors

COOPER POOLS INC

By: Therese A Bonneel
Its: Executive Assistant

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

Docusign Envelope ID: 67C95106-C29B-4D43-8068-097E2935AC3B

Exhibit A: Proposal

SERVICE TO BE PROVIDED: COMMERCIAL POOL SERVICE

On each day of service at the pool, the following will be performed by a pool cleaning technician as necessary:

1. Tile will be cleaned as needed.
2. Surface will be skimmed, and floating debris will be removed.
3. Walls and floor will be brushed as necessary to remove algae.
4. Water chemistry will be checked and brought into proper balance.
5. Strainer baskets will be emptied, as necessary.
6. Filters will be cleaned as necessary to insure proper filtration of pool.
7. Pool floor will be netted to remove debris and vacuumed as needed.
8. Equipment will be inspected, and any necessary repairs will be reported to the management company and referred to the repair department for repair by a licensed service repair technician.

CONTRACTOR will provide chlorine, muriatic acid or soda ash to maintain pH, sodium bicarbonate to maintain Total Alkalinity, Cyanuric Acid to stabilize and calcium chloride to maintain Calcium level. Special chemical additives such as Algaecides or Sequestering Agents may be added as necessary at additional **cost to the customer**.

RATE for Commercial Service will be

$1500 per month for _3_ visits-per-week (M,W,F)

As a point of clarification, Contractor represents that the scope of services outlined above is sufficient to ensure that the pool will be operated and maintained in accordance with Florida law, including but not limited to Chapter 64E-9, Florida Administrative Code.

Docusign Envelope ID: 67C95106-C29B-4D43-8068-097E2935AC3B

Exhibit B: Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

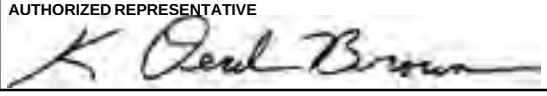
CERTIFICATE HOLDER

GP 2/13/2026 0405
Gallagher Risk Management Services, LLC
Pennsylvania Ave Ste 1300
Lake Worth, FL 33461
4850 Allen Rd #15
Zephyrhills, FL 33541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Tab 10

Docusign Envelope ID: D19AEC4B-EA79-4E30-BEF6-567CE402A3C4

AGREEMENT FOR SERVICES*[1]

This "**Agreement**" is by and between: ***Deerbrook Community Development District*** **("District")** and ***Action Security Inc.*** ("**Contractor**"):

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement.

2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "**Services**" outlined in **Exhibit A**. 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, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, 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. 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. Contractor shall obtain at its cost all permits, licenses, and/or other approvals necessary to provide the Services.

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

4. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

5. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. 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. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.

6. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B.** 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 coverage, 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.

7. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

8. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.

9. **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*.

10. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

12. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *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.

13. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this document controls.

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

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

Action Security, Inc.

Signed by:
Randy Ruberg
By: Randy Ruberg
Its: President

Deerbrook Community Development District

Signed by:
Owen Budorick
By: Owen Budorick
Its: ~~Vice Chairman~~

1 The terms of this Agreement shall supersede and take precedence over any agreement between the Parties that is inconsistent with or contrary to the provisions set forth herein

Docusign Envelope ID: D19AEC4B-EA79-4E30-BEF6-567CE402A3C4

Exhibit A: Proposal

ACTION SECURITY, INC.

Schedule of Services & Rates

Database Management:	Email us at updates@actionsecurityfl.com for any database modifications and we will have the system up to date later that night. If you ever need a change pushed through faster than that, follow up with a phone call to 941-475-0460. With this agreement you can make an UNLIMITED number of requests per month.
Response Time:	Within 24 hours of a properly placed service call by an authorized representative. Often, we are able to respond the same day for our customers with a service agreement. Priority response. The customer is placed at the beginning of the service request log ahead of all non-service contract customers.
Service call Rates(subject to change):	$160 per hour & $60 trip charge
Availability:	Monday to Friday, 8:00 a.m. to 5:00 p.m., included in this plan. Outside of these normal business hours service is available as an emergency service call.
Emergencies:	All nights, weekends, and holidays are considered an Emergency Service Call which all rates are double with a 2 hour minimum. These services are available upon request 24 hours per day, 365 days per year. Please call the main service line 941-475-0460 to receive the most prompt response.
Replacement Parts:	If equipment is deemed unrepairable additional charges may apply for replacement parts.

ACTION SECURITY, INC.

Service Agreement
Cost and Acceptance

Equipment Location:

Service Agreement Includes:

- **DATABASE MANAGEMENT (unlimited)**
- **PRIORITY RAPID RESPONSE GATE SERVICE**

Billing Period: MONTHLY (in advance). First payment to accompany a signed agreement. Payments are to be made monthly in advance and are to be received by the 15th day of the preceding month. A monthly invoice will be mailed unless you prefer quarterly, semi-annually or yearly payments.

Amount Per Month: $150.00

As a point of clarification, the Services are for the operation and maintenance, on-site response on an as-needed basis, of the community amentity center enterences. Also included is database management of the video surveillance footage. All surveillance video shall be maintained in accordance with Florida law.

Any rate changes for a service call (or for any other services) must be agreed to in writing by the parties in advance.

Docusign Envelope ID: D19AEC4B-EA79-4E30-BEF6-567CE402A3C4

Exhibit B: Certificate of Insurance

ACTISEC-03 ADODDA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/28/2025

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

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

PRODUCER
Acrisure Southeast Partners Insurance Services, LLC
1317 Citizens Blvd
Leesburg, FL 34748

CONTACT NAME: Sethlyn Harville (Lari)
PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No):
E-MAIL ADDRESS: seharville@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : The Travelers Indemnity Company of America	25666
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Action Security, Inc.
1505 Manor Road
Englewood, FL 34223-4927

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	20957799	8/1/2025	8/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER: General Aggregate							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	5395779900	8/1/2025	8/1/2026	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			5395779901	8/1/2025	8/1/2026	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)	N / A	X	UB-B6278534-25-42-G	8/1/2025	8/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

The attached page(s) noting additional terms, conditions, coverage and/or comments applies. All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided.

The certificate holder is included as additional insured, on a primary and non-contributory basis, under the terms and conditions of the endorsement forms and General Liability and Auto Liability policies, when additional insured status is required by written contract.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Deerbrook CDD
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: ACTISEC-03 ADODDA

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acrisure Southeast Partners Insurance Services, LLC	Action Security, Inc. 1505 Manor Road Englewood, FL 34223-4927
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Waivers of Subrogation are included as part of the General Liability, Auto Liability and Workers Compensation policies and apply when required by written contract, provided the contract is executed prior to any loss.

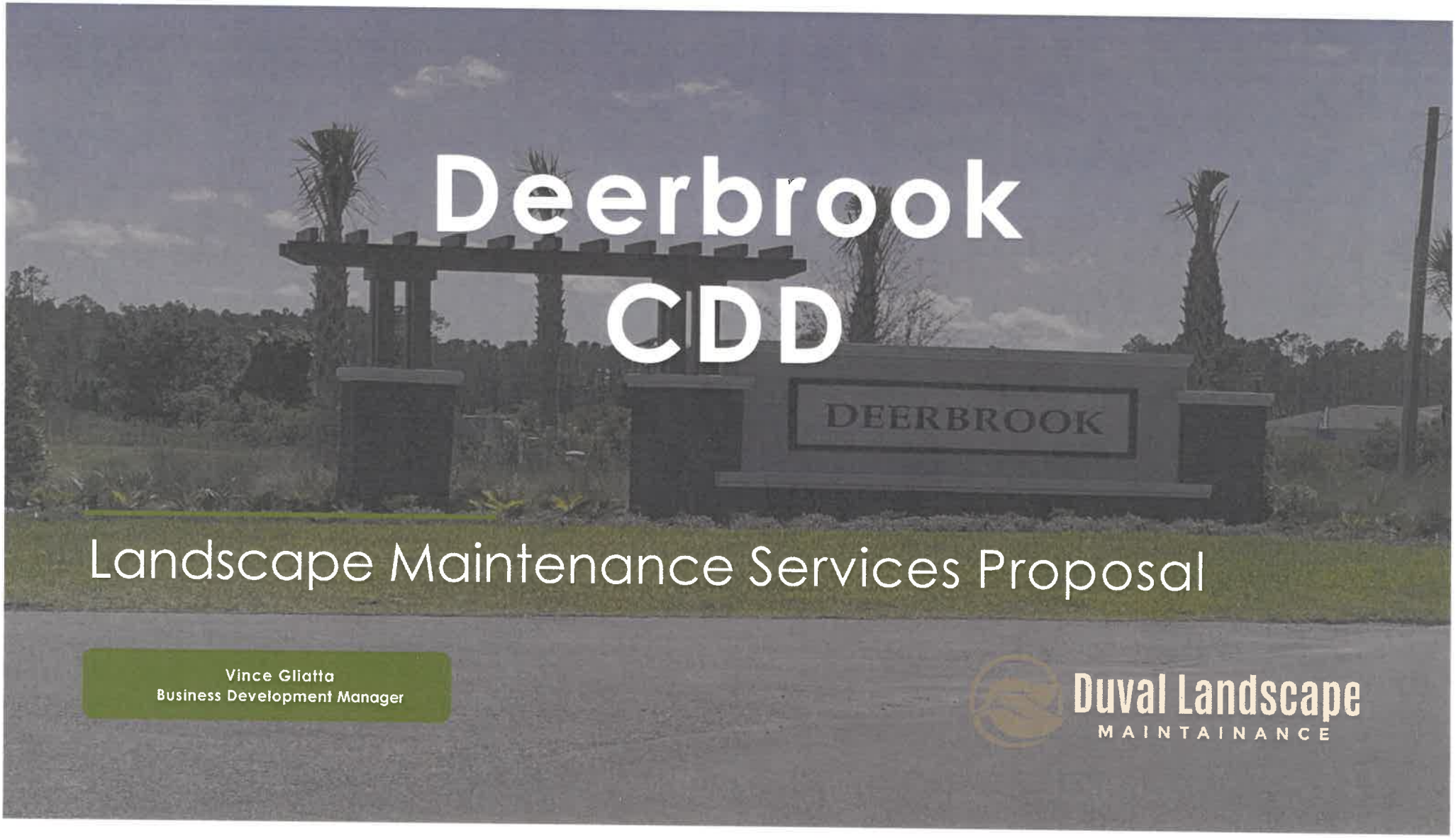
The Auto liability, General liability and Employers Liability are scheduled as underlying policies on the umbrella policy which is follow form per policy terms and conditions and attached policy endorsements.

Deerbrook Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are included as Certificate holder.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Tab 11



Deerbrook CDD

Landscape Maintenance Services Proposal

Vince Gliatta
Business Development Manager

Duval Landscape
MAINTAINANCE

First and Foremost,

On behalf of everyone at Duval Landscape Maintenance I want to thank you for the opportunity to be your current partner and your landscape maintenance provider for the Deerbrook CDD. You have given us an opportunity and for that I am grateful and want to express my thanks. We know this is a weighty decision and as such we want to make sure you have all the answers you need to make an educated selection.

The following is an explanation of how we plan to not just maintain the grounds but over time work to enhance the community. Please review how we operate internally as an organization, what is involved with our operations, and how we plan to continue our progress forward. Together with your community, management company, our team, and your scope of work, we will collaborate to give you the customer service you desire and the maintenance the property deserves.

Again, I want to reiterate my thanks to you for the opportunity extended and consideration. We value your time and hope this presentation is a small glimpse at how we at Duval Landscape Maintenance differentiate ourselves. We want to be more than your landscaper and if given the chance will work everyday to show you that you made the right choice by selecting our team.

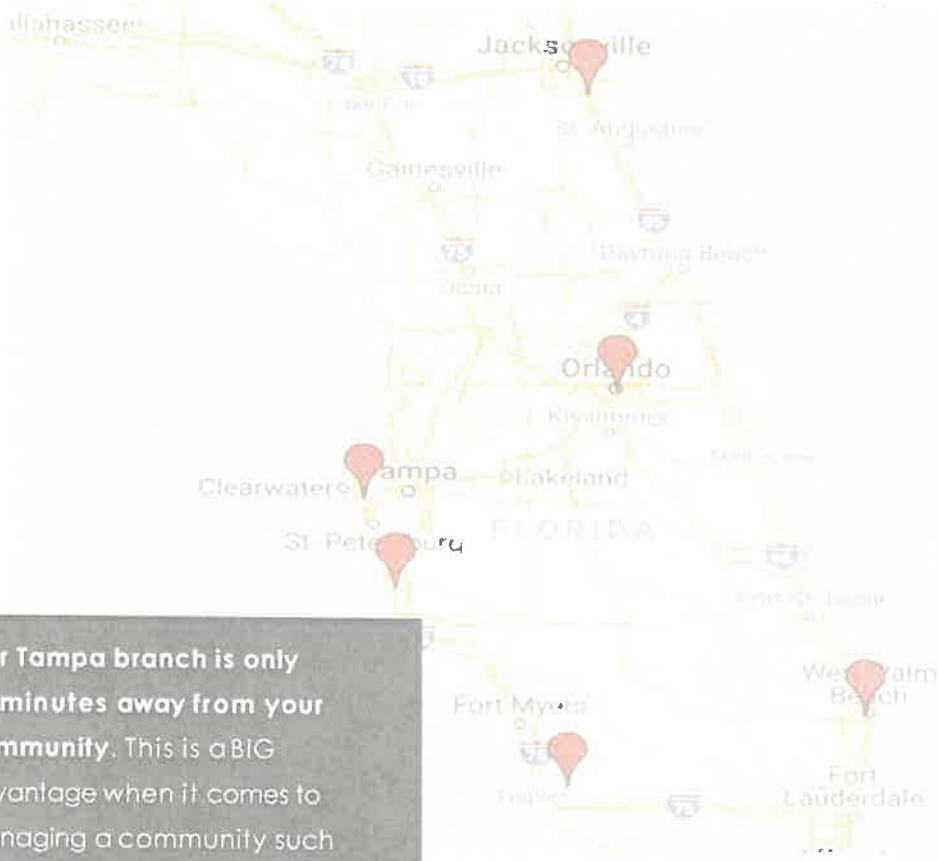
Sincerely,

Rob Bullock

Duval Landscape
MAINTENANCE

Duval Landscape Maintenance Company Overview

Duval Landscape started in 2009 with one man and one landscaping job. Since then, the company has rapidly grown to include over **400** full-time employees serving over 100 commercial customers throughout the state of Florida. Incorporated since August 12th, 2009, Duval Landscape Maintenance (Charter No. L 09000077374 / FEIN 27 0877531) has since grown into one of the premier landscaping companies in Florida. Our corporate headquarters are in Jacksonville at 7011 Business Park Blvd N, Jacksonville FL 32256 however we also have branches at the following locations:



- Jacksonville (Headquarters): 7011 Business Park Blvd N | Jacksonville FL 32256
- Naples: 1961 Rock Road |Naples FL 34120
- Tampa: 7555 124th Ave| Tampa FL 33774
- Sarasota: 2123 University Parkway, Suite 104 |Sarasota FL 34243
- Orlando: 2423 S. Orange Ave Ste 117 |Orlando FL 32806
- Lithia: 5329 Lithia Pinecrest Rd |Lithia, Fl 33547

Our Tampa branch is only 35 minutes away from your community. This is a BIG advantage when it comes to managing a community such as Deerbrook. Our teams are only minutes away.

Duval Landscape Maintenance Principal Officers



Rob Bullock

PRESIDENT

In 2012, 2013, and again in 2017 Duval was the recipient of the National Grand Award for Landscape Maintenance excellence. This award is bestowed upon a single contractor for providing superior services. With extensive judging criteria, this award truly sets his firm apart. With over seventeen years of landscape acumen, Rob leads his team through direct involvement and a passion for client relations. Degree Lake City Community College—Landscape Management.



Edwin Cintron

Chief Financial Officer

Edwin has direct responsibility for managing our billing, receivables, payables, customer contracts, vendor agreements, and many more administrative management operations covering personnel, information technology, legal, and facility management. Edwin has over 15 years of business and financial management experience. He attended the University of South Florida in Tampa, FL for his undergraduate degree in Accounting and the Air Force Institute of Technology in Dayton, Ohio for his graduate degree in management.



Joe Pichardo

Tampa Branch Manager

Joe's high level of skill, knowledge, and CDD/HOA experience makes him the "best" selection for leading and managing daily operations. Joe has 25 years of award-winning landscape industry experience. His customers rely on his attention to detail, while meeting & exceeding high-end specification-based contracts and for his expertise in lawn and ornamental care management. Joe is currently managing about 30 properties in the Tampa area.

Duval Landscape Management Staff

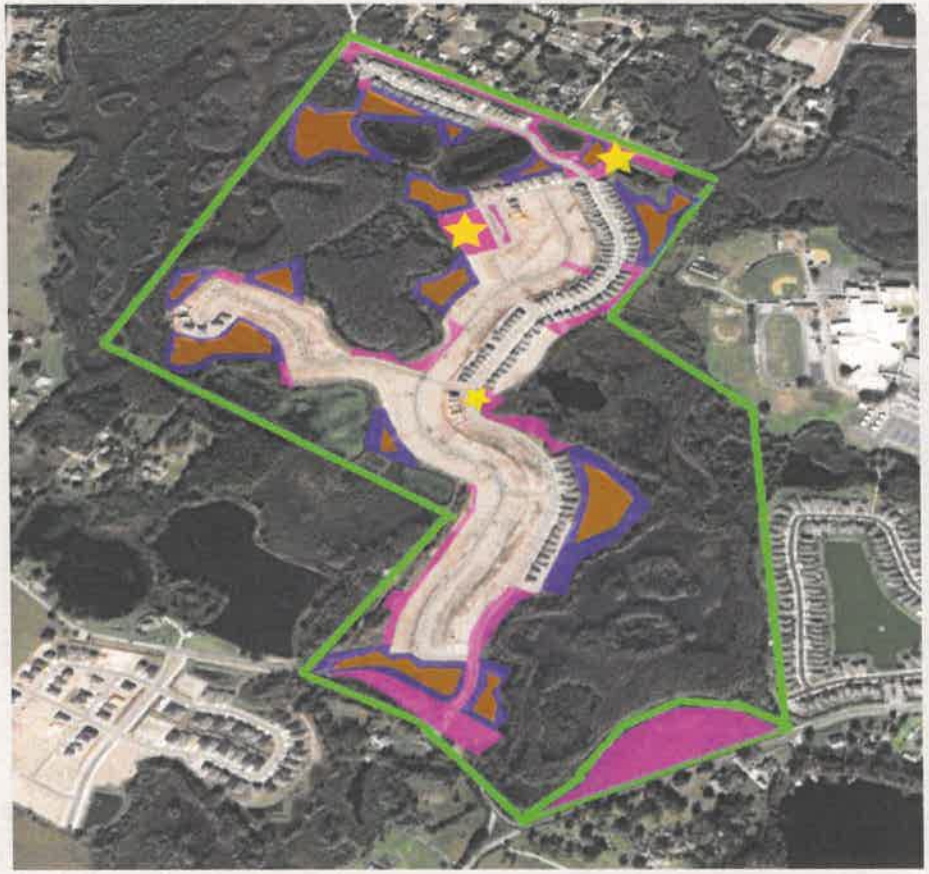
Name and Title	Years Experience	Certifications	Duties and Responsibilities
Joe Pichardo **Branch Manager**	25	1. Best Management Practices Certification 2. Duval Safety Certification and trainer	In charge of operations teams in Tampa Bay area. Scheduling, P& L, logistics, crew management, safety, execution and customer relations.
Joshua Boucher **Regional Irrigation Manager**	20	1. Best Management Practices Certification 2. Contractors License 3. Spray License 4. Fertilization License 5. Competency Certification	In charge of irrigation department and technicians. Training, repairs, service calls, safety training and managing his irrigation crews. Designing new systems, repairing old and used ones and in charge of all monthly inspections and reporting.
Eddie Barnwell **Senior Account Manager**	9	1. Best Management Practices Certification 2. Contractors License 3. Spray License 4. Fertilization License 5. Competency Certification	Specializing in crew management and customer satisfaction. Responsible for managing properties throughout Tampa Bay area and meeting expectations in all communities. Constantly Supervising crews and ensuring production is up to par while keeping teams safe
Richard McManus **Senior Irrigation Manager**	25	1. Best Management Practices Certification 2. Duval Safety Certification and trainer	Twenty-Five plus years experience in working with Apartment Complexes, HOA and CDD communities. Amazing experience and knowledge partnered with excellent customer service skills.
Ricardo Gomez **Fertilization Manager**	15	1. Spray License 2. Fertilization License 3. Duval Safety Certification and trainer	Agronomy background, well versed in all chemical processes. A great asset to our team and your community
Vincent Gliatta **Business Development Manager**	13	1. Bachelor's of Science in Communication 2. Duval Safety Certification 3. Best Management Practices Certification	Customer relations, property proposals, negotiations and landscape design with communications and business admin background. Has worked in many facets of the green industry and is sure to help your community reach not only their landscaping needs but also stay within their budgetary restraints

Proposed Services Calendar for Deerbrook CDD

Maintenance Program	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Mowing	2	3	3	4	4	5	5	4	4	3	3	2	42
Edging	2	3	3	4	4	5	5	4	4	3	3	2	42
Line Trimming	2	3	3	4	4	5	5	4	4	3	3	2	42
Blowing	2	3	3	4	4	5	5	4	4	3	3	2	42
Pond Mowing & String Trimming	**2**	**3**	**3**	4	4	5	5	4	4	3	3	2	42
Top Choice Fire Ant Treatments	2	3	3	4	4	5	5	4	4	3	3	2	42
Detailing (trimming)	1 complete cycle	1 Complete Cycle	1 Complete cycle	1 complete cycle	1 complete cycle	1 complete cycle	1 complete cycle	1 complete cycle	1 Complete cycle	1 Complete cycle	1 Complete cycle	1 complete cycle	12 cycles
Turf Fertilization (Bahia)			10-0-20 + Pre M	**Pre M 16-4-8 + Pre M**		**20-0-10**		Fe Foliar		**10-0-20 + Pre M**			6
Turf Fertilization (St. Augustine)		10-0-20 + Pre M		**20-0-10 + Pre M**	20-0-10		Fe Foliar			**10-0-20 + Pre M**			6
Shrub and Plant Fertilization 16-4-8			At 1.67 lbs N/1000			At 1.67 lbs N/1000				At 1.67 lbs N/1000			*3 5.0 lb. N annually*
Palm Tree Fertilization (8-2-12+4mg) w/ micros			1		1					1	1		4
Arena insecticide application for turf and plants (Chinch)	Spot treat	Spot treat	Spot treat	1	Spot treat	Spot treat	Spot treat	Spot treat	Spot treat	1	Spot treat	Spot treat	2
Mulch Installation				1						1			2
Monthly Irrigation Inspection and Report	1	1	1	1	1	1	1	1	1	1	1	1	12

Duval Landscape
MAINTENANCE

Maintenance Overview



Crew Size and Duration of Service











General Maintenance and Detail Service	Crew Members (not including management)
Summer Service (26)	4-member crew for 3 days
Winter Service (16)	4-member crew for 3 days
Detail Trimming	Community Bed Space Manicured, 12 times annually

Monthly Irrigation Inspections	Total
Two Technicians on-site for 1-day-complete inspection and report	16 labor hours
Repairs documented and sent to community manager	Monthly proposal submitted

Deerbrook
Account Managers

Duval Account Manager Core Values

SAFETY **QUALITY** **PRODUCTION** **COMMUNICATION**

Duval Landscape MAINTENANCE

Eddie Barnwell



9 years experience as Account Manager



- Eddie will be on-site for each service
- Eddie has excellent communication and management skills.
- Proven success in community/ HOA management
- Eddie's ability to manage is key when maintaining a community like Deerbrook CDD.
- Constant communication with all property updates, reports, and operations maps.
- Supervision and attention to detail is a strong attribute of Eddie's. Communicating updates and ensuring work is being done to completion is something Eddie prides himself on.

- Matt will be on-site for each service
- Matt has excellent communication (bilingual) and management skills (see reference slide)
- Proven success in community/ HOA management
- Matt will go the extra mile to ensure expectations are met within your community
- Constant communication from Matt with all property updates and reports
- In addition to safety and best management practices certifications, Matt is also a licensed spray and fertilizing technician.

Duval Landscape MAINTENANCE

Matt Pennington



At our Tampa location for 5+ years



Example of Weekly Reporting

Duval Landscape Maintenance

Duval Landscape
MAINTENANCE

Sunrise Preserve

Weekly Update

Week of Aug 26, 2024



Maintenance

This week we got everything mowed, edged, weed eated, and blown off. Our detail crew worked throughout long shore loop pruning and detailing as well as bed edging/spraying for weeds

Irrigation

Our irrigation techs were on site this week going through work orders. We will get through the others next week along with inspections and minor repairs.

Fertilization

We will be doing a follow up application on insecticide and herbicides soon. This is set for the first week of September.

Work Order Update

Work Orders will be addressed next week. Irrigation work orders will be knocked out now that we have the pumps back up and running and the other couple of maintenance related items will be addressed as well

Next Week Service

Next week we will be getting all of the property mowed, edged, weed eated, and nicely blown off. Our detail crew will be working on trimming and spraying throughout the homes that are in the green section.

22 Work Orders

WO #	STATUS	WORK ORDER TITLE	DESCRIPTION	PRIORITY	ASSIGNEE(S)	LOCATION NAME	LOCATION ADDRESS	CREATED ON
8980	Open	Broken sprinkler head	In the front yard near the front land, a center sprinkler head is missing, the water shoots up straight out of it. Thank you! Name: Paul Johnson Email Address: paul@ifa.pro Phone Number: 9413233500 Street Address: 8668 Sundance Loop	NONE	Taylor Cain	Sunrise Preserve HOA	5544 Long Shore Loop, Sarasota, FL 34238, USA	07/23/24
9285	Open	Capping the irrigation system	Please cap the irrigation system to accomodate for the construction of a lanai on the back of the house at 8537 September Sky Court, Sarasota FL 34238 Name: Tony Ballowsky Email Address: tballow@gmail.com Phone Number: 781-710-0285 Street Address: 8537 September Sky Court, Sarasota FL 34238	NONE	Thomas York	Sunrise Preserve HOA	5544 Long Shore Loop, Sarasota, FL 34238, USA	08/26/24
9277	Open	Chinch Bugs	There are chinch bugs, I believe, killing the grass in my back yard and my son's back yard. We have the two attached villas at 8716 and 8720 Rain Song Road. There are large areas in the back and a couple small areas the front. Name: Stephen W Piek Email Address: stevenaar@comcast.net Phone Number: 9419284315 Street Address: 8716 Rain Song Road	NONE	Austin Grady	Sunrise Preserve HOA	5544 Long Shore Loop, Sarasota, FL 34238, USA	08/24/24
9207	Open	DAMAGED GUTTERS	We were not at home (5537 Long Shore Loop, Sarasota FL 34238) when the gutters on the left side of the garage door was damaged. It happened a few days ago. We noticed it today when we came to our home. It needs to be repaired since upcoming rainwater will go directly under the house foundation. Name: Michael Uvarov Email Address: au41301822@gmail.com Phone Number: 720.988.2797 Street Address: 5537 Long Shore Loop Sarasota FL 342387	NONE	Austin Grady	Sunrise Preserve HOA	5544 Long Shore Loop, Sarasota, FL 34238, USA	08/18/24
9299	Open	Irrigation	front yard (by driveway and front walkway). Problem = insufficient water flow/spray from pop-up sprinkler I have had this problem before, from the same pop-up sprinkler. Suggest you replace and adjust water flow to cover yard. Name: Paul Jerred Email Address: pajerred@gmail.com Phone Number: 858-405-3134 Street Address: 8708 rain song rd	NONE	Thomas York	Sunrise Preserve HOA	5544 Long Shore Loop, Sarasota, FL 34238, USA	08/26/24

7 Work Orders assigned to Thomas York
14 Work Orders assigned to Austin Grady
1 Work Orders assigned to Taylor Cain

22 Open Work Orders
0 On Hold Work Orders
0 In Progress Work Orders
0 Closed Work Orders

Total Time: 0 hours 0 minutes
Total Cost: $0.00
Total time to complete: 0 hours 0 minutes

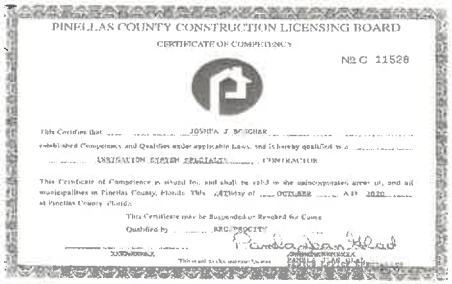
Duval Landscape
MAINTENANCE

Deerbrook Irrigation Managers

Joshua Boucher



Josh has his contractors license and has been with Duval Landscape Maintenance for 10 years.



PINELLAS COUNTY CONSTRUCTION LICENSING BOARD

CERTIFICATE OF COMPETENCY

No. C 11528

This Certifies that ... JOSHUA J BOUCHER ... established Competency and Qualifies under applicable Laws, and is hereby qualified to a ... IRRIGATION SYSTEM SPECIALTY ... CONTRACTOR

This Certificate of Competency is issued for, and shall be valid in the unincorporated areas of, and all municipalities in Pinellas County, Florida. This ... day of ... OCTOBER ... A.D. 2020 ... at Pinellas County, Florida.

This Certificate may be Suspended or Revoked for Cause

Qualified by ... REGISTRANT

SUPERVISOR

Duval Landscape
MAINTENANCE

Duval Irrigation Manager Core Values

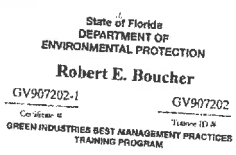
SAFETY **IRRIGATION EFFICIENCY** **COMMUNICATION** **QUALITY**

- Josh and Robert will perform initial inspections report and discuss any repairs or suggested improvements with your team within the first 30 days.
- Monthly Irrigation inspections with detailed reporting.
- Our irrigation team has a vast amount of experience with pumps, wells, smart clocks, two-wire, design, install, budgeting, repairs and more.
- Watering schedules to be monitored and adjusted for proper management and efficiency
- Proven success in community/ HOA management
- CONSTANT communication from our team with all property updates and proposals.
- Robert and Josh combined have a lifetime of irrigation and management experience. Duval is thankful for there commitment to our company and your community.
- COMMUNICATION from our irrigation team and every Duval operations team to your community is something we pride ourselves on. Repairs and proposal turnaround times are within 24 hours.
- Emergency irrigation service calls INCLUDED in your services agreement

Robert Boucher



Employed with Duval for 9+ years with over 30 years of irrigation experience within HOA communities



State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Robert E. Boucher

GV907202-1 ... GV907202

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

Abe Jose
Account Manager
Duval Landscape Maintenance, LLC

The Islands Irrigation Inspection Report

May 8, 2025

Photos of repairs needed

ISSUE 1

Irrigation upgrade
Riser needs to be installed
Spray heads dont have enough coverage for all plants



ISSUE 2

Assigned To Duval

Irrigation needs to be raised for proper coverage.



Issue 3
Assigned to duval-timer 3
repaired

ISSUE 4

Irrigation rotors clogged (3)



ISSUE 5

Assigned To Duval -timer 4

Irrigation rotor needs to be replaced



May	week 05/05	week 05/12	week 05/19	05/26
Monday				
Tuesday	irrigation inspection			Trimming serice
Wednesday				
Thursday	Mowing service	mowing service	mowing service	mowing service
Friday		OTC injection	pavers sprayed	

June	week 06/02	week 06/09	week 6/16	week 06/23
Monday				
Tuesday	irrigation inspection			trimming service
Wednesday				
Thursday	Mowing service	mowing service	mowing service	mowing service
Friday			pavers sprayed	

Irrigation Inspecting, Reporting, and Communication

The Monthly irrigation inspection report is a critical piece of information. Minor system repairs, pattern adjustments and runtimes need to be monitored and executed from month to month. Our team presents photos with descriptions, locations and proposals if needed.

Our account managers have many resources to assist in providing detailed descriptions and explanations pertaining to any reporting being provided.

Irrigation repairs and work orders are managed aggressively by our teams. CLOSING THE LOOP is a term we use vigorously. Ensuring all repairs are completed and customers have been communicated with is our top priority here. This may be our only time to be face to face with homeowners and Duval looks at this as an opportunity to strengthen our PARTNERSHIP.

Duval Operations Standard for Turf Irrigation

Irrigated turf areas are free from dry, muddy or over-irrigated areas and water coverage is uniform. Irrigated turf areas are uniformly watered providing a turf appearance that is consistent throughout.

- Monthly / Weekly System Inspection
- Regular zone inspections for proper coverage
- Clean and adjust heads/emitters
- Weekly pump station inspections
- Quarterly diving for filter inspection & cleaning
- Seasonal adjustment for water needs
- Emergency after hours call service
- Water Truck when required
- Reporting
- **Irrigation work is billed at $65/hour**

Monthly Irrigation Inspections

Duval Landscape Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection				Site Name:	
Location			Location				Location:	
Type/Size			Size				Technician:	
Rain Gauge	Y	N	Source	Meter	Well	Pump	Date of Inspection:	
Power On	Y	N					Inspection #:	of in contract
General Information			Backflow	Y	N		Inspection Start Time:	
Valve Type			PRV	Y	N		Inspection End Time:	
Adequate Coverage	Y	N	Master Valve	Y	N		Set to Run:	Odd Even Every Days
							or Days of the Week:	S M T W T F S

						Repairs Proposed (P) or Completed (C)																
Controller		Plant Type			Pipes		Valves			Broken Heads					Adjustments							
Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf	Shrub	Annual	Mainline Break	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone Not Shutting Down	Turf Spray (4")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Impact Rotor	Cleaned/Replaced Nozzle	Adjust Spray Pattern	Straightened	Capped	Raised/Lowered	Comments and Recommendations		
1																						
2																						
3																						
4																						
5																						
6																						
7																						
8																						
9																						
10																						
11																						
12																						
13																						
14																						
15																						
16																						
17																						
18																						
19																						
20																						
21																						
22																						
23																						
24																						

Comments

Soil Testing and Analysis

Performing soil samples are crucial to maintaining a thriving landscape in the Florida climate. Two or three samples are Recommended to be taken each year. A unique agronomy plan is then scripted for your community. Duval looks forward to sharing this information with the community.

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date: July 31, 2019 | File No: LF288346 | Expires: July 30, 2023

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: July 30, 2023

JEFFREY ALLEN ASHCRAFT
DUVAL LANDSCAPE MAINTENANCE
7011 BUSINESS PARK BLVD N
JACKSONVILLE FL 32256

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER


State of Florida
Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
CERTIFIED PEST CONTROL OPERATOR
MATTHEW J PENNINGTON
Nicole Fried

Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

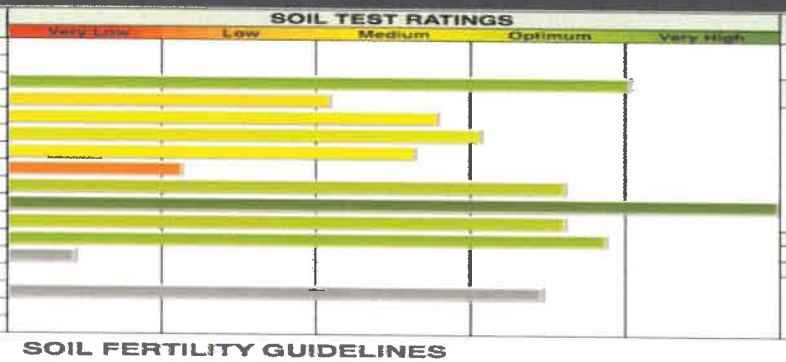
Date: July 31, 2019 | File No: LF288339 | Expires: July 30, 2023

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: July 30, 2023

ROBERT EDWARD BOUCHER
4732 KINGSB RY ST
JACKSONVILLE FL 32205

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

Test	Results
Soil pH	6.1
Buffer pH	6.80
Phosphorus (P)	103 ppm
Potassium (K)	94 ppm
Calcium (Ca)	1246 ppm
Magnesium (Mg)	183 ppm
Sulfur (S)	22 ppm
Boron (B)	0.4 ppm
Copper (Cu)	2.6 ppm
Iron (Fe)	180 ppm
Manganese (Mn)	42 ppm
Zinc (Zn)	7.6 ppm
Sodium (Na)	12 ppm
Soluble Salts	
Organic Matter	6.1 % ENR 150
Nitrate Nitrogen	



Calculated Cation Exchange Capacity	
9.3 meq/100g	
Calculated Cation Saturation	
%K	2.6
%Ca	67.0
%Mg	16.4
%H	14.0
Hmeq	1.3
%Na	0.6
K : Mg Ratio	
0.13	
Ca : Mg Ratio	
4.09	

SOIL FERTILITY GUIDELINES

Crop : Lawn

Rec Units: LB/1000 SF

(lbs) LIME (tons)	N	P_2O_5	K_2O	Mg	S	B	Cu	Mn	Zn	Fe
50	4.0	0	2.0	0	0.28	0.02	0	0.10	0	0
Crop :							**Rec Units:**			

Arena (50 WDG) Insecticide Information

https://nufarm.com/usturf/

Please visit site for more information. Awesome information available on Arena Insecticide



Safe for children and pets!!

Arena 50 WDG
INSECTICIDE

PROVEN RESIDUAL ACTIVITY FOR LASTING CONTROL

Controls pyrethroid-resistant chinch bug, without increasing the level of pyrethroid resistance
Controls white grubs, including Japanese beetle and masked chafers, plus other thatch- and surface-feeding insects
Superior grub control including curative grub control that helps keep away foraging animals
Excellent results when applied prior to third instar
Does not require immediate watering-in after application
Also available as a 0.25 granule formulation for convenient broadcast spread application

→Arena insecticide is an investment into your community and its landscaping.

→ We at Duval strongly recommend this product and applications for a community such as Deerbrook. UF/IFAS recommended.

→ Arena incorporates itself into the root system of your turf and ornamentals to protect against insects and animals.

This product allows us to be PROACTIVE and NOT reactive in regard to defense against insects (Chinch bug) at your community.

→ Arena is known for outstanding control of chinch bugs, white grubs, and a broad spectrum of other turf and ornamental pests.

PRECAUTIONS AND RESTRICTIONS

DO NOT use a foliar application of clothianidin following a soil application of clothianidin.
Regardless of formulation or type of application (soil or foliar), DO NOT apply more than a total of 0.4 lb clothianidin per acre per season for turf, landscape, ornamentals, and non-bearing fruits and nuts.
If the maximum seasonal limit of clothianidin as mentioned above has been applied and pest populations require additional treatments, use another registered pesticide that is not in the neonicotinoid class of chemistry.
DO NOT apply by air.

Duval Landscape
MAINTENANCE



Duval and Attention to FOCAL Areas







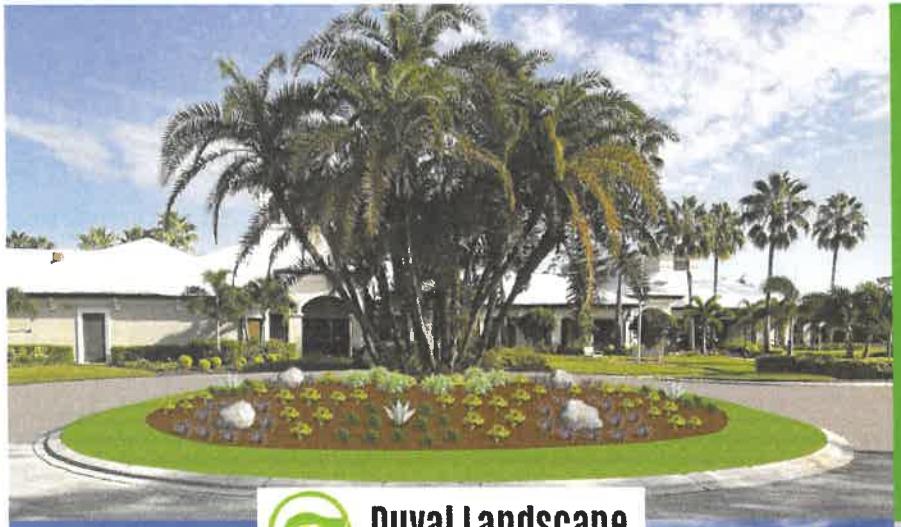
Focal areas should enhance your community. Our Company and teams understand this. We will work diligently, performing weekly detailing to these areas within your community.

The bottom tier of photos are current customers of Duval Landscape. These are focal areas on these properties which portray our level of service and commitment that you will find within Duval.

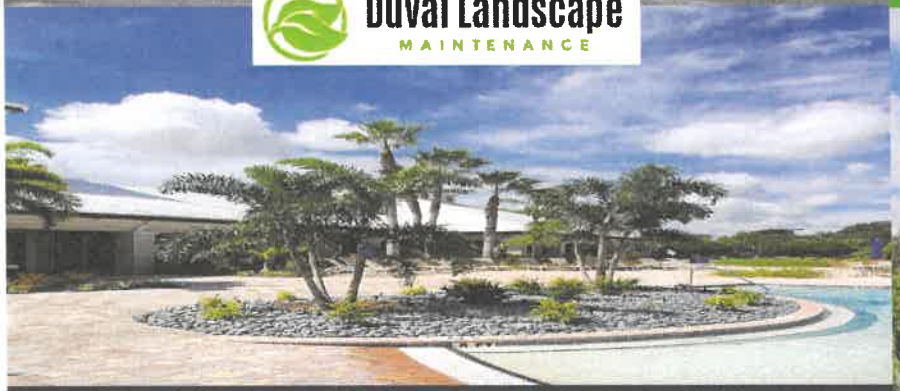








Duval Landscape
MAINTENANCE



Duval Landscape Maintenance Enhancement Work

Mexican Beach Pebble can be installed at your Amenity Center/Pool area.

Duval is committed to the long-term health and aesthetics of your community's landscaping. Our teams are excited at the opportunity of becoming your community's long term landscape team.

Design & Enhancement Solutions at NO COST

Elevating the beauty and performance of your property combines exceptional maintenance with fresh enhancement ideas from expert consultation. Our landscape designers are seasoned professionals with experience in landscape contracting and design.

Working with you, our design team will help optimize your return on investment by evaluating the existing landscape, analyzing spending, and updating current maintenance practices with innovative solutions. We will listen to your desires and develop concepts for a beautiful landscape that makes a powerful statement in your primary marketing path and key areas.



Duval Landscape Maintenance Tree Division



What Can Duval Tree Care Do For Your Community

- Licensed Arborist available
- Hardwood tree trimming quote provided for all trees on-site per request
- Proper safety equipment and training for all team members
- Proper trimming techniques always applied
- All debris picked up and removed at time of project
- Roadway clearance to be maintained up to 10-15 feet by our maintenance crews
- Proactive proposals sent by our tree division with any safety hazards or dead tree removals that are necessary



Duval Landscape Maintenance Safety Plan

Duval Landscape Maintenance takes the safety of our employees very seriously, never compromising safety for production. Safety is a part of our culture and everyone on our team takes a role in it.

Senior Managers / Managers

- Ensure that safety is adequately budgeted for the department, job, etc.
- Communicate safe work practices regularly within the department.
- Attend departmental and company-wide safety meetings (quarterly).
- Formally recognize outstanding safety performance by any/all personnel.
- Assist the Supervisor/Superintendent or any other personnel with the safety process and/or as requested. This can include formal worksite periodic inspections.
- Uphold and enforce all known safe work practices.

Supervisors / Superintendents

- Ensure new-hire orientation is given to new employees, or is followed up at the work level
- Ensure employees are given training that includes safe work practices on equipment, tools, machines, processes, etc.
- Personally conduct--or designate a qualified personnel to conduct-- regular inspections of the workplace
- Conduct frequent (daily) work discussions prior to the start of work that include safe work practices
- Uphold and enforce safe work practices. This includes influencing safe behavior by positive reinforcement such as recognition of worker's safe work performance, and/or monetary or gift awards for safe behavior. Enforcement action can also influence safe behavior when applied towards workers who blatantly perform unsafe acts, or who continually perform in an unsafe manner
- Investigate all incidents and take immediate corrective action to prevent re-occurrence
- Provide safety meetings on a regular basis and require attendance of all workers

LANDSCAPE QUALITY AUDIT

Property Name	
Street Address	
City, State	
Job #	
Customer #	
Date of Report	

CATEGORY RATING CRITERIA	
5	Exceptional
4	Exceeds Requirements
3	Meets Requirements
2	Needs Improvement
1	Does Not Meet Requirements

Note: The Landscape Quality Audit is based on a set of written standards that are to be used to determine the score for each subcategory in the landscape that is being rated.

	1	2	3	4	5	N/A	Submit Proposal	Comments
1.0 LAWN								
1.1 Mowing Lines /Turf Cut								
1.2 Edging								
1.3 Lawn Fertility								
1.4 Weed Control								
1.5 Insect and Disease								
1.6 Irrigation								
LAWN TOTAL								
2.0 SHRUB BEDS								
2.1 Pruning								
2.2 Plant Fertility								
2.3 Weed Control								
2.4 Mulch								
2.5 Insect and Disease								
2.6 Irrigation								
SHRUB BED TOTAL								
3.0 SEASONAL COLOR								
3.1 Overall Appearance								
3.2 Pruning								
3.3 Plant Fertility								
3.4 Weed Control								
3.5 Insect and Disease								
3.6 Irrigation								
SEASONAL COLOR TOTAL								
4.0 GENERAL SERVICE								
4.1 Parking Lots/Sidewalks								
4.2 Debris Pick Up/ Blowing								
4.3 Proactive Suggestions								
4.4 Response Time								
4.5 Consistency of Service								
4.6 Communication w/ TruGreen								
GENERAL SERVICE TOTAL								

REPORT SUMMARY	Category Score	Div by	Number of Categories Audited	Avg Quality Rating	Check Appropriate LQA Rating
1.0 LAWN			0	#####	#DIV/0! Exceptional (5.0)
2.0 SHRUB			0	#####	#DIV/0! Exceeds Requirements (4.0-4.9)
3.0 SEASONAL COLOR			0	#####	#DIV/0! Meets Requirements (3.0-3.9)
4.0 GENERAL SERVICE			0	#####	#DIV/0! Needs Improvement (2.0-2.9)
TOTAL SCORE				#####	#DIV/0! Does Not Meet Requirements (1.0-1.9)

INSPECTION APPROVAL

Client Signature: _____ Print Name: _____ Date: _____

Landscape Reviews, Our Customer Relations Manager, and Managing Quality

The Landscape Quality Audit is monthly. These are agreed upon standards that are to be used to determine the score for each subcategory in the landscape that is being rated. Our Relations Manager, Mike Schwalenberg reaches out monthly to ensure Duval remains completely accountable for all contracted services and to ensure our clients are receiving excellent customer service.

- **Monthly Site Inspections** with association representative or designate.
- **Monthly Quality Site Review** conducted by Duval Management and Duval site management. The review specifically evaluates attributes of the of the landscape services provided such as turf condition, ornamental bed maintenance, flower program, irrigation system, and general site conditions. The goal is to meet and exceed current specification, improve lower scored areas quickly, utilize to analyze property trends from month-to-month and by the quarter. It's also used for field crew training and reward & recognize for the Duval site team when performance improves and maintained.

Critical Areas to Success

Agronomy Program

Duval Landscape Maintenance professionals have the knowledge and experience to create a unique fertilization and pest control program for your community based on the current condition. We will build a unique program, specific to your community's landscape needs. Our program includes monthly landscape health inspection reports to monitor the condition of all turf and tree material on-site.

Irrigation Efficiency

Understanding the geographical setting of your community is essential to properly irrigating your community. Reporting, installing and repairing irrigation in a timely manner, setting proper run times, thorough monthly irrigation system checks, and suggested improvements will ensure to help your communities landscape flourish and **save** money. An initial, full, systems check is performed within the first 30 days of service.

Management and Safety Operations

Proper techniques, training, equipment, and management are essential to any great maintenance company. Duval Landscape has invested in our team so that you may invest in them. We take pride in longevity, and our ability to create a consistent team with less change over than our competitors. We are confident in our ability to provide excellent service and look forward to the opportunity to do so within your community.

Communication/Reporting and Property Walks

Continuous dialogue, professional recommendations, weekly updates and excellent customer service are just some of the services Duval Landscape Maintenance is committed to providing Deerbrook CDD. Communication is an area where many companies struggle. Duval will over communicate to ensure expectations are constantly met. Various means of communication are used to accomplish this. We take pride in building a mutually beneficial relationship with each community we service.

Weed Control and Focal Areas

Weeds and insects are unsightly, detrimental to plant health or turf, and can be very costly. We at Duval Landscape Maintenance take this seriously. Our fertilization and pest control program include monthly property health reports. Our crews will chemically treat, or hand pull weeds when necessary. Detailing your community is a weekly task and weed control will be strictly enforced amongst our teams and supervisors to help provide you with a community not overtaken by weeds. **Focal areas** are the most visible sections within a community. Focal areas include entrances, clubhouses, mail-boxes or any other areas which are highly visible. Duval dedicates time to these areas each service visit to ensure your communities curb appeal is at a maximum.

Experience In Central Florida

Our experience with working in all-inclusive communities, HOA's & CDD's has helped prepare our organization and team for any challenges that come with maintaining your beautiful community. Please review the references that we have provided in the following slides. Feel free to reach out to them and find out more about why Duval should be your landscape services provider.

Maintenance Operations

- Communicating with our clients has been a way that our company has been able to separate itself from others. Our ability to be available to your community is crucial to our success at Deerbrook CDD.
- Not only listening to your requests but executing the work requested and following up afterward to ensure customer satisfaction is one key to our success.
- We take pride in our ability to listen, identifying the concern an owner has, and proposing a solution is exactly what our management team is trained to do.
- Quality inspections and reports are generated weekly/monthly to keep our team on track and our clients informed with progress.
- Same day responses and immediate action is something required when maintaining a large community such as yours.
- Details play a large part in our profession and Duval Landscape wants to be available to tackle all areas of service, big or small.
- Our team of trained professionals are excited at the opportunity to put our plan into place to show and earn your communities trust as your new landscape service provider.

Reference Properties

- Schedule a visit with us!
- Come see first-hand!
- Speak with other board members
- Ask questions!



Duval Landscape Maintenance References

Sweetwater CDD- $300K Contract

Jerry Lambert, Property Manager/LCAM

Phone- (248) 807-2763

Email- jlambert@rmsfl.com

Full Landscape Service Contract: Mowing, Fertilization, Pest Control, Shrub Trimming, Mulch, Palm Trimming, Irrigation, and Enhancement Services for the entire CDD.



Duval Landscape Maintenance References

Willow Walk CDD- $185k Contract

Hunter Mimbs, Property Manager/LCAM

Email- Hmimbs@rizzetta.com

Full Landscape Service Contract: Mowing, Fertilization, Pest Control, Shrub Trimming, Mulch, Palm Trimming, Irrigation, and Enhancement Services for the entire CDD.





Duval Landscape
MAINTENANCE

Cypress Falls at The Woodlands

1 Million Dollar Annual Maintenance Agreement

North Port, Florida

Board President – Jim Branson

jcbranson@comcast.net

Access Management

Newly Performed Enhancement Work

Elevating the beauty and performance of your property com exceptional maintenance with fresh enhancement ideas fro[illegible] consultation. Our landscape designers are seasoned professionals with experience in landscape contracting and design.

Working with you, our design team will help optimize your return on investment by evaluating the existing landscape, analyzing spending, and updating current maintenance practices with innovative solutions. We will listen to your desires and develop concepts for a beautiful landscape that makes a powerful statement in your primary marketing path and key areas.





Duval Landscape Maintenance References

The Islands on The Manatee River

Maintenance Contract: 150K annually

Board President – Robert Hartmann Sr.

rahsr@hartmanndevelopmentllc.com

Full landscape service contract – mowing, fertilization, pest control, trimming, mulch, palm trimming, irrigation, and enhancement services

The Islands on The Mantee River Property Timeline

May 2024 – Signed and started maintenance services agreement with Duval

2024 Maintenance and Enhancement Total– $450,000.00

Annual Maintenance Contract renewed on 4/1/2025







Duval Landscape Maintenance References

Sunrise Preserve in Sarasota, Fl – 550K Contract

First Service Residential Management Company

Board President – Jon Dindo

Jon.dindo@vacationclub.com

First Service Residential LCAM- Michelle Lecroy

Michelle.LeCroy@fsresidential.com

Full landscape service contract – mowing, fertilization, pest control, trimming, mulch, palm trimming, irrigation, and enhancement services









Duval Landscape Maintenance References

Highland Homes Property Portfolio
600K in Contracts

Sarasota, Tampa, and Orlando

Jennifer Conklin – Highland Homes LCAM

407-361-7200 or J.Conklin@hcmanagement.org

Full landscape service contract – mowing, fertilization, pest control, trimming, mulch, palm trimming, irrigation, and enhancement services

HILLSBOROUGH
Community College

2025
Recommendation Letter

Good afternoon,

I'd like to take a moment to share my deep appreciation for Duval Landscape Maintenance, LLC, and in particular, commend **Joe Pichardo**, Branch Manager, and **Richard McManus,** Irrigation Manager. As campus president of Hillsborough College's Dale Mabry Campus, this was my first opportunity to work with Duval and these gentlemen—and the experience was exceptional from start to finish.

Joe and his team demonstrated outstanding responsiveness and communication. Before the project began, we thoroughly reviewed the plans together. Joe and Rich listened attentively to my concerns and provided thoughtful reassurances about the final outcome. Although the landscaping plans were developed by an engineer and presented challenges—such as spacing, tree sizing, surplus plantings, and design intricacies—Joe offered creative solutions that honored the original intent while elevating the execution. The result not only met our expectations—it exceeded them.

Numerous individuals have remarked on how beautiful the landscaping looks, both to HC staff and to the Duval team directly. The campus has truly been transformed.

Having worked with many contractors over the years, I can say without hesitation that working with Joe, Rich, and Duval Landscape has been a standout experience.

Sincerely,

Paige M. Niehaus, EdD
Campus President

Recommendation Letter

Duvall Landscape- Recommendation

External Inbox ×

Jennifer Conklin via appriver3651309767.onmicrosoft.com
to me

Jul 19 2022, 3:04 PM (2 days ago)

This letter is being sent as my recommendation for Duval Landscape for any landscaping needs. Highland Community Management has just recently began working with Duval Landscape in April 2022 due to prior vendor relations with Tommy DiLandro. Tommy was always my go-to guy for any landscaping needs for any of my communities in which I personally manage 30 currently. Tommy has always been very communitive, hard-working and always made sure any requests were done in a very timely manner!

After my brief time working with Tommy at Duval Landscape. I can tell he has installed this in his team and I have been getting the same successful work in the communities Duvall currently oversees! Duval also has a couple of other contracts with some of my other communities in which I am simply awaiting their approval!

I will highly recommend Duval Landscape under the supervision of Tommy DiLandro for any of your landscaping needs!

Kind Regards,

Jennifer Conklin, LCAM
Highland Community Management
863-940-2863
j.conklin@hcmanagement.org
www.hcmanagement.org
4110 S. Florida Ave.
Suite 200
Lakeland, FL 33813

Character Reference Letter from Former Leland LCAM

January 16, 2023

Dear Board of Directors:

I had the pleasure of working with Tommy Dilandro at a 55+ community while working for another management company. During my time working with Tommy, he was extremely attentive to all of my requests and the homeowners concerns. Many of the homeowners at this property were retired and has trouble utilizing an online tracking system. Tommy went above and beyond to create an internal tracking system for us to keep track of all landscape and irrigation tickets that were submitted either electronically or by paper. Tommy also took the time out of this busy schedule to follow up with every ticket and speak directly with the homeowners regarding the tickets. He provided permanent solutions to the issues and kept management and the board of directors informed regularly. Tommy also made it a top priority to introduce himself in person to the homeowners and deescalate difficult situations from past Landscape Companies along with providing permanent solutions to the homeowners concerns.

For these reasons, I am fully confident that Tommy Dilandro with Duval Landscape Maintenance LLC will be an asset to your community.

If you would like additional information about Tommy Dilandro, please feel free to contact me anytime.

Sincerely,

Gabriella Garofano
Community Association Manager
Access Management
GGarofano@AccessDifference.com
860-823-7072 – personal cell phone

Current Client Response to Potential New Client Inquiry

CURRENT CLIENT RESPONSE

Dear Sir

We hired Duval Landscaping in May of 2024 and found them to be a very stand-up company and willing to please their customers, They excel at customer service and keep you up to date on everything that's happening, We have a very complex property and they have been doing an excellent job, and would highly recommend them.

We had them not just Mow and Blow but completely renovate our entire entrance and other focal points of our Landscaping plus handle our sprinkler system and tree problems and most residents are very satisfied. As you know for HOA it is impossible to get everyone satisfied in a community but I think Duval has satisfied 99 % of them.

The best thing about Duval Landscaping is that separates them apart from every other company in that they all basically have the same type of labor force the upper management has a true passion for the business and pleasing their customers and if you are not happy they are not happy till you are that is what I have found that separates them from the rest of the Landscapers.

I wish you the best and I think you will make the right decision to hire Duval Landscaping Services.

-
Book Appointment
https://calendly.com/rdhsr

*Please Excuse the typos. I type super-fast (too fast)

Hartmann Development LLC.
Commercial Lending & Investments
Robert D. Hartmann Sr.

POTENTIAL CUSTOMER INQUIRY

Mr. Hartmann:

My name is Otto Tufenkjian. I live in Tivoli Village located at [redacted] Sarasota, and serve on their grounds committee.

We are in the process of interviewing for a new landscape company for our development as our present three-contract expires at the end of this year. We have received a proposal from Duval Landscaping and were given your name as a reference.

Would you please take a few minutes to give me feedback on the following questions:

1. How long has Duval serviced your community?
2. Is your community generally happy with Duval's services?
3. What do you like most about Duval's services?
4. What, if any, are the complaints from your community about Duval's services?

Thank you in advance for your assistance. We are hoping to make a decision on a vendor by the end of the month. We would appreciate your feedback, if possible, before then.

Please respond to my personal email: ottotpool@gmail.com

Otto Tufenkjian

Duval Landscape
MAINTENANCE

Current Client Response to Potential New Client Inquiry

POTENTIAL CUSTOMER INQUIRY

Mr. Dindo:

My name is Otto Tufenkjian. I live in Tivoli Village located at [redacted] In Sarasota, and serve on their grounds committee.

We are in the process of interviewing for a new landscape company for our development as our present three-contract expires at the end of this year. We have received a proposal from Duval Landscaping and were given your name and your community as a reference.

Would you please take a few minutes to give me feedback on the following questions:

1. How long has Duval serviced your community?
2. Is your community generally happy with Duval's services?
3. What do you like most about Duval's services?
4. What, if any, are the complaints from your community about Duval's services?

Thank you in advance for your assistance. We are hoping to make a decision on a vendor by the end of the month. We would appreciate your feedback, if possible, before then.

Please respond to my personal email: ottotpool@gmail.com

Otto Tufenkjian

CURRENT CLIENT RESPONSE

From: Dindo, Jon <Jon.Dindo@vacationclub.com>

Sent: Wednesday, August 21, 2024 8:40 AM

To: ottotpool@gmail.com <ottotpool@gmail.com>

Subject: Duval Landscaping - Feedback Requested

Good Morning Otto,

I hope you are doing wonderful and all is well.

1. How long has Duval serviced your community? March 1st 2024
2. Is your community generally happy with Duval's services? Yes, very content with the services and the association has come a long way within the past 6 months with the future looking bright.
3. What do you like most about Duval's services? Process of the on-boarding, personal touch and commitment to serving the community, listening to the association concerns and prioritizing based upon that and their expertise. Very proactive from the get-go and dedicated.
4. What, if any, are the complaints from your community about Duval's services? Overall, very minimal and really, they have just played catch up for the first 3-4 months due to the condition of the association. We had substantial issues throughout which were major issues. They have now caught up with the majority of the issues and are addressing them as they arrive proactively.

Duval Landscape
MAINTENANCE

Duval Landscape Maintenance Awards

National Landscape Awards of Excellence

- Grand Award-Flagler Center
- Grand Award-Flagler Center
- Merit Award-Campfield Condominium Association
- Merit Award-Campfield Condominium Assoiciation
- Merit Award-Summer House in Old Ponte Vedra
- Merit Awards-Deerwood Park South

PLANET Award Winner
Safety Recognition
2014

NATIONAL ASSOCIATION OF LANDSCAPE PROFESSIONALS
2017 GRAND AWARD WINNER
for
Blue Cross Blue Shield of Florida
Deerwood Park Campus
Duval Landscape Maintenance LLC





Thank you

We care about your landscape, your priorities, and your satisfaction.

Vince Gliatta
Business development manager

Cell
813-373-0015

Office
904-900-1127

Vince@Duvallandscape.com

www.duvallandscape.com

PROJECT MANUAL

FOR

LANDSCAPE MAINTENANCE SERVICES

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT

RIZZETTA & COMPANY

JUNE 2025

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

TABLE OF CONTENTS

Request for Proposals 3

Instructions to Proposers 5

Evaluation Criteria 11

Affidavits 15

Proposer's Qualification Statement 17

Officers 22

Proposal Form(s) Existing Landscape 23

Proposal Form(s) Future Amenity 48

General Maintenance Cost Breakout 73

Rates for Additional Services 74

Emergency Clean-Up Services 75

Legal Authority for Signature 76

Statement Regarding Public Entity Crimes 77

Statement Regarding Sudan & Iran Energy Sector 80

Substantial Form of Owner/Contractor Agreement 82

Scope of Services 94

Maintenance Maps 107

Authorization for Additional Work 108

Other Forms 110

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS AND NOTICE OF MEETING TO OPEN PROPOSALS

Landscape & Irrigation Maintenance Services
Pasco County, Florida

Deerbrook Community Development District (the "District") hereby requests proposals to provide services relating to the exterior landscaping & irrigation maintenance for Deerbrook Community Development District, all as more specifically set forth in the Project Manual.

The Project Manual will be available beginning Tuesday, July 22, 2025, at 12:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544, for the sum of $100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein will preclude the District's consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal, contract documents, project scope, technical specifications, and site plan. Please make checks payable to Rizzetta & Company, Inc. NO CASH OR CREDIT CARD ACCEPTED. The Landscape Specialist shall be the contact person regarding the Project Manual. Mr. John Toborg can be reached by email at jtoborg@rizzetta.com or via phone at (813) 933-5571.

There will be a mandatory Pre-Proposal Meeting on Friday, July 25, 2025, at 1:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544. Failure to attend will preclude the District's consideration of a proposal submitted by a non-attending proposer. The Project Manual will not be available for sale at the mandatory pre-proposal meeting, but will be available at the Rizzetta & Co., Inc. office at the Old Pasco Road address stated above until Wednesday, July 30, 2025, at 12:00 p.m. (EST)

The District is a special-purpose unit of local government created by Chapter 190, Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual and meet the following qualifications: (i) be authorized to do business in Florida and hold all required state and federal licenses in good standing, (ii) have at least five (5) years of experience with landscape maintenance projects of similar nature and size, with verifiable references on those projects, (iii) must submit total price along with an option for four (4) one (1) year renewals with price, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, and (v) be fully licensed and insured.

The District has the right to reject any, and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so, and the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal

notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, in accordance with the District's Rules of Procedure, within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the issuance of the Project Manual, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Rizzetta and Company, Inc., 3434 Colwell Avenue, #200, Tampa, FL 33614. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made by the Board of Supervisors on the basis of qualifications according to the evaluation criteria contained within the Project Manual at a meeting anticipated to be held on Tuesday, September 9, 2025, at 5:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion, it is in the best interest of the District to do so. The meeting is hereby publicly advertised. Any and all questions relative to this project shall be directed in writing, by e-mail only, to John Toborg at jtoborg@rizzetta.com, and Jere Earlywine at jere.earlywine@kutakrock.com, no later than Monday, August 4, 2025, by 4:00 p.m. (EST). Answers will be provided to all eligible proposers by 5:00 p.m. (EST), Tuesday, August 5, 2025.

A District meeting to open the proposals will be held at 1:00 p.m. (EST) on Tuesday, August 19, 2025, at the office of Rizzetta and Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544. Firms desiring to provide services for this project must submit one (1) hard copy original, (1) additional hard copy and one (1) digital copy, in the form of a flash drive, of the required proposal no later than 1:00 p.m. (EST) on Tuesday, August 19, 2025, at the office of Rizzetta and Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544, Attention: John Toborg. Proposals shall be submitted in one sealed opaque package, shall bear the name of the proposer on the outside of the package, and shall identify the name of the project. Proposals will be opened at a public meeting at the time, date and location stipulated above; those received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified. No official action of the District's Board will be taken at this meeting. It is held for the limited purpose of opening the proposals. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 933-5571 at least five calendar days prior to the meeting. If you are hearing-impaired or speech-impaired, please contact the Florida Relay Service at 711 or 1-800-955-8770, for aid in contacting the District Office. A copy of the agenda for these meetings may be obtained from the District Manager, Rizzetta & Co., Inc., via email at info@rizzetta.com or by calling (813) 933-5571. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Deerbrook Community Development District
Mr. Lynn Hayes, District Manager (lhayes@rizzetta.com)
Publication Date: Friday, July 18, 2025

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
INSTRUCTIONS TO PROPOSERS
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

1. DUE DATE. Sealed proposals ("**Proposals**") must be received by interested parties ("**Proposer**") no later than 1:00 p.m. (EST) on Tuesday, August 19, 2025, at the office of Rizzetta and Company, Inc., 5020 West Linebaugh Avenue, Suite 240, Tampa, FL 33624, Attention: John Toborg. Proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

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

DATE	EVENT
July 18, 2025	Notice of RFP Published & Posted
July 22, 2025, 12:00 p.m.	RFP Available for Purchase at Rizzetta & Co., Inc. (WC)
July 25, 2025, 1:00 p.m.	Pre-Proposal Meeting, Rizzetta Old Pasco Road Office
August 4, 2025, 4:00 p.m.	Deadline for Questions
August 19, 2025, 1:00 p.m.	Proposals Due/Public Opening, Rizzetta & Co., Inc. (WC)
September 9, 2025, at 5:00 p.m.	Board Meeting to Evaluate Proposals & Award Contract (WC)
Tentatively, October 13, 2025	Contract Start Date

3. MANDATORY PRE-PROPOSAL MEETING. There will be a mandatory pre-proposal meeting Friday, July 25, 2025, at 1:00 p.m. at Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal. Additional information regarding this meeting may be obtained by contacting the District Manager, Lynn Hayes, at lhayes@rizzetta.com or calling (813) 933-5571.

4. SIGNATURE ON PROPOSAL. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that it shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from its own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an "as is" condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall

take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

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

7. **PROJECT MANUAL.** The Project Manual will be available beginning Tuesday, July 22, 2025, at 12:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544. Cost of the Project Manual is $100.00. Checks must be made out to Rizzetta & Co., Inc. NO CASH OR CC ACCEPTED. Failure to purchase the Project Manual as specified herein will preclude the District's consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals and proposal and contract documents. Purchase of the manual is mandatory.

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

9. **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.

10. **INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to John Toborg at jtoborg@rizzetta.com with an e-mail copy to Jere Earlywine, District Counsel, at jere.earlywine@kutakrock.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after August 4, 2025, 4:00 p.m. (EST) will not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

11. **SUBMISSION OF PROPOSAL.** Submit one (1) hard copy original, (1) additional hard copy and one (1) digital copy, in the form of a flash drive, along with other requested attachments, at the time and place indicated herein, enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. This Rizzetta & Co. office location does not receive USPS. DO NOT SEND THROUGH THE US MAIL. The Proposal must be either hand-

delivered or sent through a third-party courier. The sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Deerbrook Community Development District – Landscape & Irrigation Maintenance RFP) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

12. 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.

13. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

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

A. A completed and executed Proposal Form, with all its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.

B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience and any certifications, (i.e., Certified Arborist, Certified Irrigation Technician, CPO, etc.) Proposer must guarantee that should certified professionals leave the company, another certified professional of the same discipline shall replace him within a reasonable amount of time, but no more than thirty (30) days.

C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.

D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).

E. At least three (3) 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 narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.

G. Completed proposal pricing. All responses must itemize in their narrative, the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch & annual flowers, including installation, should be provided but not included in the contract amount as this service shall be rendered at the discretion of the District's Board of Supervisors.

15. 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 officers, employees and agents 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.

16. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

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

18. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

19. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; (4) attend the mandatory pre-proposal meeting, (5) must be in good financial standing with no history of bankruptcy or financial reorganization, and (6) be fully licensed and insured. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

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

and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

21. 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.

22. 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 and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the *Florida Statutes* will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

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

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

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

26. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships, and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

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

28. NO CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS. 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. The District may not give preference to a vendor based on the vendor's social, political, or ideological interests. Each solicitation for procurement of commodities or contractual services by the District will include a provision notifying vendors of these provisions.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the Evaluation Criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the issuance of the Project Manual **(i.e., by no later than [BID PROTEST DEADLINE] 5:00 PM (EST))**, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Deerbrook Community Development District, c/o: Rizzetta & Co., Inc., 3434 Colwell Avenue, #200, Tampa, FL 33614, ATTN: Lynn Hayes, District Manager**. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

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 20% of the anticipated total contract award (including the initial one-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 all proposals, 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 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.

Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager, Rizzetta & Co., Inc., 3434 Colwell Avenue, Ste. 200, Tampa, FL 33614.

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel **(20 Points Possible)**

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Taylor Cain	12	Regional Branch Manager	Operations Manager
2. Joshua Boucher	20	Regional IR Manager	IR Operations Manager
3. Joe Pichardo	25	Tampa Branch Manager	Ops and Crew Management
4. Richard McManus	30	Irrigation Manager	IR On-site Manager
5. Eddie Barnwell	10	Account Manager	Ops and Crew On-site management

Proposed Staffing Levels

Landscape Maintenance staff will include 12 laborers, 3 Supervisors, and 3 Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Vincent Gliatta	15	Business Development	Estimating and Contracts
2. Victor Morales	17	Production Manager	Ops and Crew On-site management
3. Mike Mejia	13	Arborist as Needed	Inspections and reporting
4. Ricky Gomez	20	Agronomy Manager/CPCO	Applications and reporting

2. Experience **(25 Points Possible)**

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1. Project Name/Location: Sweetwater Creek CDD- St. Augustine, Fl

Contact: Dan Wright/LCAM Contact Phone: (845) 544-3290

Project Type/Description: Community Development District full service annual maintenance

Dollar Amount of Contract: $375,000 Annually

Your Company's Detailed Scope of Services for Project: Full service maintenance contract including hardwood tree trimming, landscape design and landscape installation. General services include mowing, trimming, and detail trimming of the entire community.

Duration of Contract: START DATE: 4/10/21 END DATE: Current

2. Project Name/Location: Sanctuary Cove- Parrish, Fl 34221

Contact: Patsy Vanderveer/BP Contact Phone: (321) 662-9645

Project Type/Description: HOA/Full service maintenance contract-Developer (Patsy)- Avanti Prop.

Dollar Amount of Contract: $350,000K Annually

Your Company's Detailed Scope of Services for Project: Full service maintenance, includes: hardwood tree trimming, landscape design and landscape installation. General services include

Experience cont.

mowing, trimming, and detail trimming of the entire community.

Duration of Contract: START DATE: 10/1/2024 END DATE: Current

3. Project Name/Location: Willow Walk CDD - Palmetto, Fl 34221

Contact: Hunter Mimbs Contact Phone: hmimbs@rizatta.com

Project Type/Description: Community Development District full service annual maintenance

Dollar Amount of Contract: $185,000 Annually

Your Company's Detailed Scope of Services for Project:
Full service maintenance, includes:hardwood tree trimming, landscape design.
General services include mowing, trimming, and detail trimming of the entire community.

Duration of Contract: START DATE: 8/1/25 END DATE: current

4. Project Name/Location: Cypress Falls at The Woodlands - North Port, Fl 34289

Contact: Jim Branson/BP Contact Phone: (317) 797-1123

Project Type/Description: HOA/Full service maintenance contract

Dollar Amount of Contract: $850,000 Annually

Your Company's Detailed Scope of Services for Project: Full service maintenance contract
including hardwood tree trimming, landscape design and landscape installation. General services include
mowing, trimming, and detail trimming of the entire community.

Duration of Contract: START DATE: 10/1/24 END DATE: Current

5. Project Name/Location: Sunrise Preserve - Sarasota, Fl

Contact: Jon Dindo/BP Contact Phone: jon.dindo@vacationclub.com

Project Type/Description: HOA/Full service maintenance contract

Dollar Amount of Contract: $550,000K Annually

Your Company's Detailed Scope of Services for Project: Full service maintenance contract
including hardwood tree trimming, landscape design and landscape installation. General services include
mowing, trimming, and detail trimming of the entire community.
*Renewed contract on 4/1/2025

Duration of Contract: START DATE: 4/1/24 END DATE: Current

3. Understanding Scope of RFP **(10 Points Possible)**

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. Price **(20 Points Possible)**

A full twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD & FOURTH ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible (20) in this part of the evaluation criteria. *

* Contractor "A" turns in a bid of $210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of $265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). (210,000/265,000) x 20 = 15.80. Therefore, Contractor "B" will receive 15.80 of 20 possible points. Contractor "C" turns in a bid of $425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). (210,000/425,000) x 20 = 9.88. Therefore, Contractor "C" will receive 9.88 of 20 points.

5. Reasonableness of ALL Numbers **(25 Points Possible)**

Up to twenty-five (25) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in Parts 1,2,3,4 & 5.

Proposer's Total Score **(100 Points Possible)**

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Manatee

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

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

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

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

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

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual **(i.e., by no later than [BID PROTEST DEADLINE] at 5:00 PM (EST))**, 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 proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

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

Dated this 19th day of August, 2025.

Proposer: Duval Landscape Maintenance
By: Vince Gliatta
Title: Business Development Mgr

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of August, 2025, by Vincent Gliatta, as B.D.M of Duval Landscape Maintence, who appeared before me this day in person, and who is either personally known to me, or produced FCDL as identification.

NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Tyler Cease
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

TYLER CEASE
Notary Public-State of Florida
Commission # HH 479085
My Commission Expires
January 09, 2028

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT

1. Proposer: Duval Landscape Maintenance, LLC [Company Name]
   ☐ A Partnership
   ☑ A Corporation
   ☐ A Subsidiary Corporation

2. Parent Company Name: _____

3. Parent Company Address:

   Street Address: 7011 Business Park Blvd. North

   P.O. Box (if any) _____

   City: Jacksonville State: FL Zip Code: 32256

   Telephone: (904) 900-1127 Fax no.: info@duvallandscape.com

   1st Contact Name: Rob Bullock Title: President/Owner

   2nd Contact Name: Edwin Cintron Title: CFO

4. Proposer Company Address (if different):

   Street Address _____

   P. O. Box (if any) _____

   City _____ State _____ Zip Code _____

   Telephone _____ Fax no. _____

   1st Contact Name _____ Title _____

   2nd Contact Name _____ Title _____

5. List the location of the office from which the proposer would provide services to Deerbrook CDD.

   Street Address: 5329 Lithia Pinecrest Rd

   City: Lithia State: Fl Zip Code: 33547

   Telephone: 813-373-0015 Fax No. _____

   1st Contract Name: Vince Gliatta Title: BDM

6. Is the Proposer incorporated in the State of Florida? Yes ◉ No ○

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ◉ No ○

  If no, please explain _____

- Date incorporated August 12th, 2009 Charter No. 09000077374

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. _____
- Is the company in good standing with the State? Yes ○ No ○

  If no, please explain _____

- Date incorporated _____ Charter No. _____
- Is the Proposer's company authorized to do business in the State of Florida?

  Yes ○ No ○

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes ◉ No ○

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(22) $6,500,000.00 (23) $7,300,000.00 (24) $8,400,000.00

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

General Liability	$ 2,000,000.00
Automobile Liability	$ 1,000,000.00
Umbrella Coverage	$ 5,000,000.00
Workers Compensation	$ 1,000,000.00
Expiration Date	July 1, 2026

10. 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 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 _____

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it?
Yes (○) No (◉) If so, where and why? _____

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?
Yes (○) No (◉) If so, state name of individual, other organization and reason therefore. _____

13. List any and all litigation to which the Proposer, any personnel to work at Deerbrook, any officer and/or employee of the Proposer has been a party in the last five (5) years. None

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes (○) No (◉) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof._____

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:

The Islands/Parker Duerson/LCAM/(727) 433-5278, $130K annually, Two years
Cypress Falls at The Woodlands/Jim Branson/BP/(321) 797-1123, $850K annually, One Year
Sunrise Preserve/John Dindo/BP/Jon.Dindo@vacationclub.com, $550K annually, Two Years
Santa Fe Townhomes/ Jennifer Conklin/LCAM/(407) 361-7200, $65K annually, Three years
Sanctuary Cove/ Patsy Vanderveer/ Developer/(321) 662-9645, $350K annually, One year

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

Hampton Lakes - Mary Schnuerer, 407-403-8764, management changeover and vendor change.
Duval Ford - Todd Ferrell, 904-655-5544, customer accepted lower bid
Century Deerwood Park - Mohini Cooner, 904-447-5901, customer accepted lower bid

17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Joe Pichardo	Tampa Branch Manager
Name	Position

Operations and Scheduling	25	5
Type of Work	Yrs. Exp.	Yrs. With Firm

Richard McManus	Irrigation Manager
Name	Position

On-site audits and reporting	35	10
Type of Work	Yrs. Exp.	Yrs. With Firm

Eddie Barnwell	Account Manager
Name	Position

Ops on-site manager	10	7
Type of Work	Yrs. Exp.	Yrs. With Firm

Ricky Gomez	Agronomy Manager/CPCO
Name	Position

Applications and reporting	20	5
Type of Work	Yrs. Exp.	Yrs. With Firm

Victor Morales		Production Manager
Name		Position
Punch Lists and Reporting	17	7
Type of Work	Yrs. Exp.	Yrs. With Firm

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Deerbrook CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Deerbrook CDD should consider the Proposer for proposing on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

Duval Landscape Maintenance
Name of Proposer

By: Vince Gliatta
Vince Gliatta Business Development Mgr.
[Type Name and Title of Person Signing]

This 19th day of August, 2025.

(Corporate Seal)

Sworn to before me this 19th day of August, 2025.

January 9th, 2028
(Seal) Notary Public/Expiration Date

TYLER CEASE
Notary Public-State of Florida
Commission # HH 479085
My Commission Expires
January 09, 2028

OFFICERS

PROPOSER: Duval Landscape Maintenance, LLC DATE: 8/18/25

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Rob Bullock	President/Owner	Daily Operations	Jacksonville, Fl
Edwin Cintron	CFO	Accounting and Financials	Jacksonville, Fl
Jessica Horne	Financial Manager	Accounts Payable	Jacksonville, Fl
Mike Schwalenberg	Customer Relations	Customer Service	Jacksonville, Fl
Lianna Higgs	HR Director	Team Coordination	Jacksonville, Fl
FOR PARENT COMPANY (if applicable)			

EXHIBIT "C" - BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISTING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$** 140,907.06 **/yr.**

- Storm Cleanup $ 80 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Our teams can provide blanketing on all sensitive plant material. Duval can offer our normal tech rate of $65 per hour. Cost of service will vary.

$ TBD /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 50 /hr. for employee with hand-held hose

$ 150 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 31,427.58 /yr.
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	10-0-20 + Pre-M	0.5 lbs N/1000 SF	3750	$5,073.35
April	0-0-7 (pre emergent)	50 lbs per 20,000	1250	$1,527.92
April	16-4-8 + Pre-M	0.5 lbs N/1000 SF	2813	$5,073.35
June	20-0-10	1.0 lbs N/1000 SF	2500	$3,545.43
August	Fe Foliar		8 gal	$3,545.43
October	10-0-20 + Pre-M	0.5 lbs N/1000 SF	3750	$5,073.35

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	10-0-20 + Pre-M	0.5 lbs N/1000 SF	750	$1,071.85
April	20-0-10 + Pre-M	0.5 lbs. N/1000 SF	500	$1,071.85
May	20-0-10	1.0 lbs N/1000 SF	500	$708.86
July	Fe Foliar		1.5 gal	$708.86
August	20-0-10	1.0 lbs N/1000 SF	500	$708.86
October	10-0-20 + Pre-M	0.5 lbs N/1000 SF	750	$1,071.85

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	16-4-8	1.67 lbs N/1000 sq ft	300	$555.30
June	16-4-8	1.67 lbs N/1000 sq ft	300	$555.30
October	16-4-8	1.67 lbs N/1000 sq ft	300	$555.30

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5 lbs N per 100 SF PC	120	$145.18
May	8-2-12	1.5 lbs N per 100 SF PC	120	$145.18
October	8-2-12	1.5 lbs N per 100 SF PC	120	$145.18
November	8-2-12	1.5 lbs N per 100 SF PC	120	$145.18

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
TBD				
TBD				
TBD				
TBD				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 6,932.60 **/yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ TBD /yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 4,680.06 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 10,284.00 /yr.**

Freeze Protection (description of ability) In Florida, freeze protection for irrigation primarily involves using sprinkler systems to keep plants from freezing damage. Duval can offer a tech on-site at our normal tech rate of $65/hr. Duration of application will vary.

$ TBD /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 80 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

240 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65 /CY
(app. October) $ 15,600 /installation

And

240 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65 /CY
(app. April $ 15,600 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 31,200 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 189,551.24 **/ Initial Term**

FIRST ANNUAL RENEWAL	$ 189,551.24 /yr.
SECOND ANNUAL RENEWAL	$ 195,237.78 /yr.
THIRD ANNUAL RENEWAL	$ 195,237.78 /yr.
FOURTH ANNUAL RENEWAL	$ 201,094.91 /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

Contractor/Firm Name Duval Landscape Maintenance LLC

Firm Address 7011 Business Park Blvd. North

City/State/Zip Jacksonville, Fl

Phone Number (904) 900-1127 Fax Number _____

Name and Title of Representative Vince Gliatta - Business Development Mgr.
(Please Print)

Representative's Signature _____

Date 8/18/2025

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2025

BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISITING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the first annual renewal should Contractor's prices change.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 140,907.06 **/yr.**

- Storm Cleanup $ 80 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Our teams can provide blanketing on all sensitive plant material. Duval can offer our normal tech rate of $65 per hour. Cost of service will vary.

$ TBD /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 50 /hr. for employee with hand-held hose

$ 150 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 31,427.58 /yr.
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	10-0-20 + Pre-M	0.5 lbs N/1000 SF	3750	$5,073.35
April	0-0-7 (pre emergent)	50 lbs per 20,000	1250	$1,527.92
April	16-4-8 + Pre-M	0.5 lbs N/1000 SF	2813	$5,073.35
June	20-0-10	1.0 lbs N/1000 SF	2500	$3,545.43
August	Fe Foliar		8 gal	$3,545.43
October	10-0-20 + Pre-M	0.5 lbs N/1000 SF	3750	$5,073.35

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	10-0-20 + Pre-M	0.5 lbs N/1000 SF	750	$1,071.85
April	20-0-10 + Pre-M	0.5 lbs. N/1000 SF	500	$1,071.85
May	20-0-10	1.0 lbs N/1000 SF	500	$708.86
July	Fe Foliar		1.5 gal	$708.86
August	20-0-10	1.0 lbs N/1000 SF	500	$708.86
October	10-0-20 + Pre-M	0.5 lbs N/1000 SF	750	$1,071.85

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	16-4-8	1.67 lbs N/1000 sq ft	300	$555.30
June	16-4-8	1.67 lbs N/1000 sq ft	300	$555.30
October	16-4-8	1.67 lbs N/1000 sq ft	300	$555.30

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5 lbs N per 100 SF PC	120	$145.18
May	8-2-12	1.5 lbs N per 100 SF PC	120	$145.18
October	8-2-12	1.5 lbs N per 100 SF PC	120	$145.18
November	8-2-12	1.5 lbs N per 100 SF PC	120	$145.18

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
TBD				
TBD				
TBD				
TBD				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 6,932.60 **/yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ TBD /yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 4,680.06 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$** 10,284.00 **/yr.**

Freeze Protection (description of ability) In Florida, freeze protection for irrigation primarily involves using sprinkler systems to keep plants from freezing damage. Duval can offer a tech on-site at our normal tech rate of $65/hr. Duration of application will vary.

$ TBD /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 80 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

240 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65 /CY
(app. October) $ 15,600 /installation

And

240 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65 /CY
(app. April $ 15,600 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 31,200 /yr.
(if both topdressings are performed - do not include in Grand Total)

Additionally, based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2 , 3 & 4 - This is what contract will be written for)

$ 189,551.24 **/ First Annual Renewal**

SECOND ANNUAL RENEWAL $ 195,237.78 /yr.
THIRD ANNUAL RENEWAL $ 195,237.78 /yr.
FOURTH ANNUAL RENEWAL $ 201,094.91 /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the four possible annual renewal periods.**

Contractor/Firm Name Duval Landscape Maintenance LLC

Firm Address 7011 Business Park Blvd. North

City/State/Zip Jacksonville, FL 32256

Phone Number (904) 900-1127 Fax Number

Name and Title of Representative Vince Gliatta/ Business Development Mgr. (Please Print)

Representative's Signature

Date 8/18/25

BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISTING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the second annual renewal should Contractor's prices change.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 145,134.27 **/yr.**

- Storm Cleanup $ 80 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Our teams can provide blanketing on all sensitive plant material. Duval can offer our normal tech rate of $65 per hour. Cost of services will vary

$ TBD /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 50 /hr. for employee with hand-held hose

$ 150 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 32,370.41 /yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	10-0-20 + Pre-M	0.5 lbs N/1000 SF	3750	$5,225.55
April	0-0-7 (pre emergent)	50 lbs per 20,000	1250	$1,573.76
April	16-4-8 + Pre-M	0.5 lbs N/1000 SF	2813	$5,225.55
June	20-0-10	1.0 lbs N/1000 SF	2500	$3,651.79
August	Fe Foliar		8 gal	$3,651.79
October	10-0-20 + Pre-M	0.5 lbs N/1000 SF	3750	$5,225.55

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	10-0-20 + Pre-M	0.5 lbs N/1000 SF	750	$1,103.00
April	20-0-10 + Pre-M	0.5 lbs N/1000 SF	500	$1,103.00
May	20-0-10	1.0 lbs N/1000 SF	500	$729.13
July	Fe Foliar		1.5 gal	$729.13
August	20-0-10	1.0 lbs N/1000 SF	500	$729.13
October	10-0-20 + Pre-M	0.5 lbs N/1000 SF	750	$1,103.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	16-4-8	1.67 lbs N/1000 sq ft	300	$571.96
June	16-4-8	1.67 lbs N/1000 sq ft	300	$571.96
October	16-4-8	1.67 lbs N/1000 sq ft	300	$571.96

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5 lbs N per 100 SF PC	120	$149.53
May	8-2-12	1.5 lbs N per 100 SF PC	120	$149.53
October	8-2-12	1.5 lbs N per 100 SF PC	120	$149.53
November	8-2-12	1.5 lbs N per 100 SF PC	120	$149.53

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
TBD				
TBD				
TBD				
TBD				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 7,140.58 **/yr.**
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)
$ TBD / yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 4,820.46 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 10,592.52 /yr.**

Freeze Protection (description of ability) In Florida, free protection for irrigation primarily involves using sprinkler systems to keep plants from freeze Duval can offer a tech on site at our normal tech rate of $65/hr. Duration of application will vary.

$ TBD /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 80 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

240 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65 /CY
(app. October) $ 15,600 /installation

And

240 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65 /CY
(app. April) $ 15,600 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 31,200 / yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 195,237.78 **/ Second Annual Renewal**

THIRD ANNUAL RENEWAL $ 195,237.78 /yr.

FOURTH ANNUAL RENEWAL $ 201,094.91 /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the four possible annual renewal periods.**

Contractor/Firm Name Duval Landscape Maintenance LLC

Firm Address 7011 Business Park Blvd. North

City/State/Zip Jacksonville, FL 32256

Phone Number (904) 900-1127 Fax Number

Name and Title of Representative Vince Gliatta/ Business Development Mgr. (Please Print)

Representative's Signature

Date 8/18/25

BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISTING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the third annual renewal should Contractor's prices change.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 145,134.27 **/yr.**

- Storm Cleanup $ 80 /hr **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Our teams can provide blanketing on all sensitive plant material. Duval can offer our normal tech rate of $65 per hour. Cost of service will vary.

$ TBD /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 50 /hr for employee with hand-held hose

$ 150 /hr for water truck/tanker

PART 2

Fertilization (All labor and materials) **$** 32,370.41 **/yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	10-0-20 + Pre-M	0.5 lbs N/1000 SF	3750	$5,225.55
April	0-0-7 (pre emergent)	50 lbs per 20,000	1250	$1,573.76
April	16-4-8 + Pre-M	0.5 lbs N/1000 SF	2813	$5,225.55
June	20-0-10	1.0 lbs N/1000 SF	2500	$3,651.79
August	Fe Foliar		8 gal	$3,651.79
October	10-0-20 + Pre-M	0.5 lbs N/1000 SF	3750	$5,225.55

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	10-0-20 + Pre-M	0.5 lbs N/1000 SF	750	$1,103.00
April	20-0-10 + Pre-M	0.5 lbs N/1000 SF	500	$1,103.00
May	20-0-10	1.0 lbs N/1000 SF	500	$729.13
July	Fe Foliar		1.5 gal	$729.13
August	20-0-10	1.0 lbs N/1000 SF	500	$729.13
October	10-0-20 + Pre-M	0.5 lbs N/1000 SF	750	$1,103.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	16-4-8	1.67 lbs N/1000 sq ft	300	$571.96
June	16-4-8	1.67 lbs N/1000 sq ft	300	$571.96
October	16-4-8	1.67 lbs N/1000 sq ft	300	$571.96

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5 lbs N per 100 SF PC	120	$149.53
May	8-2-12	1.5 lbs N per 100 SF PC	120	$149.53
October	8-2-12	1.5 lbs N per 100 SF PC	120	$149.53
November	8-2-12	1.5 lbs N per 100 SF PC	120	$149.53

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
TBD				
TBD				
TBD				
TBD				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 7,140.58 **/yr.**
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)
$ TBD / yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 4,820.46 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 10,592.52 /yr.**

Freeze Protection (description of ability) In Florida, free protection for irrigation primarily involves using sprinkler systems to keep plants from freeze Duval can offer a tech on site at our normal tech rate of $65/hr. Duration of application will vary.

$ TBD /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 80 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

240 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65 /CY
(app. October) $ 15,600 /installation

And

240 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65 /CY
(app. April) $ 15,600 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 31,200 / yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 195,237.78 **/ Third Annual Renewal**

FOURTH ANNUAL RENEWAL $ 201,094.91 /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the four possible annual renewal periods.**

Contractor/Firm Name Duval Landscape Maintenance LLC

Firm Address 7011 Business Park Blvd. North

City/State/Zip Jacksonville, FL 32256

Phone Number (904) 900-1127 Fax Number

Name and Title of Representative Vince Gliatta/ Business Development Mgr. (Please Print)

Representative's Signature

Date 8/18/25

BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISTING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the fourth annual renewal should Contractor's prices change.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 149,488.30 **/yr.**

- Storm Cleanup $ 80 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Our teams can provide blanketing on all sensitive plant material. Duval can offer our normal tech rate of $65 per hour. Cost of service will vary.

$ TBD /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 50 /hr. for employee with hand-held hose

$ 150 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 33,341.52 /yr.
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	10-0-20 + Pre-M	0.5 lbs N/1000 SF	3750	$5,382.32
April	0-0-7 (pre emergent)	50 lbs per 20,000	1250	$1,620.97
April	16-4-8 + Pre-M	0.5 lbs N/1000 SF	2813	$5,382.32
June	20-0-10	1.0 lbs N/1000 SF	2500	$3,761.34
August	Fe Foliar		8 gal	$3,761.34
October	10-0-20 + Pre-M	0.5 lbs N/1000 SF	3750	$5,382.32

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	10-0-20 + Pre-M	0.5 lbs N/1000 SF	750	$1,136.09
April	20-0-10 + Pre-M	0.5 lbs N/1000 SF	500	$1,136.09
May	20-0-10	1.0 lbs N/1000 SF	500	$751.00
July	Fe Foliar		1.5 gal	$751.00
August	20-0-10	1.0 lbs N/1000 SF	500	$751.00
October	10-0-20 + Pre-M	0.5 lbs N/1000 SF	750	$1,136.09

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	16-4-8	1.67 lbs N/1000 sq ft	300	$589.12
June	16-4-8	1.67 lbs N/1000 sq ft	300	$589.12
October	16-4-8	1.67 lbs N/1000 sq ft	300	$589.12

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5 lbs N per 100 SF PC	120	$154.02
May	8-2-12	1.5 lbs N per 100 SF PC	120	$154.02
October	8-2-12	1.5 lbs N per 100 SF PC	120	$154.02
November	8-2-12	1.5 lbs N per 100 SF PC	120	$154.02

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
TBD				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 7,354.80 /yr. (if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)
$ TBD /yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 4,965.07 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 10,910.30 /yr.**

Freeze Protection (description of ability) In Florida, freeze protection for irrigation primarily involves using sprinkler systems to keep plants from freezing damage. Duval can offer a tech on-site at our normal tech rate of $65/hr. Duration of application will vary.

$ TBD /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 80 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

240 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65 /CY
(app. October) $ 15,600 installation

And

240 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65 /CY
(app. April) $ 15,600 installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 31,200 / yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4- This is what contract will be written for)

$ 201,094.91 **/ Fourth Annual Renewal**

Contractor/Firm Name Duval Landscape Maintenance, LLC

Firm Address 7011 Business Park Blvd. North

City/State/Zip Jacksonville, FL 32256

Phone Number (904) 900-1127 Fax Number

Name and Title of Representative Vince Gliatta/ Business Development Mgr.

(Please Print)

Representative's Signature

Date 8/18/25

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
FUTURE AMENITY LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 30,452.10 /yr.

- Storm Cleanup $ 80 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Our teams can provide blanketing on all sensitive plant material. Duval can offer our normal tech rate of $65 per hour. Cost of service will vary.

$ TBD /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 50 /hr. for employee with hand-held hose

$ 150 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 3,466.74 **/yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A				
N/A				
N/A				
N/A				
N/A				
N/A				

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	10-0-20 + Pre-M	0.50	300	$521.20
April	20-0-10 + Pre-M	0.50	150	$521.20
May	20-0-10	1.00	300	$425.43
July	Fe foliar		1 gal	$425.43
August	20-0-10	1.00	300	$425.43
October	10-0-20 + Pre-M	0.50	300	$521.20

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	16-4-8	1.67 lbs N/1000	135	$160.55
June	16-4-8	1.67 lbs N/1000	135	$160.55
October	16-4-8	1.67 lbs N/1000	135	$160.55

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5 lbs N per 100 SF PC	30	$36.30
May	8-2-12	1.5 lbs N per 100 SF PC	30	$36.30
October	8-2-12	1.5 lbs N per 100 SF PC	30	$36.30
November	8-2-12	1.5 lbs N per 100 SF PC	30	$36.30

Please list any additional fertilization for those plant materials requiring specialized applications
.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
TBD				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 630.24 **/yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)
$ TBD /yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 1,320.06 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) $ 2,057.16 **/yr.**

Freeze Protection (description of ability) In Florida, freeze protection for irrigation primarily involves using sprinkler systems to keep plants from freezing damage. Duval can offer a tech on-site at our normal tech rate of $65/hr. Duration of application will vary.

$ TBD /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 80 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

50 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65 /CY
(app. October) $ 3250 /installation

And

50 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65 /CY
(app. April $ 3250 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 6,500 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 36,606.24 **/ Initial Term**

FIRST ANNUAL RENEWAL	$ 36,606.21 /yr.
SECOND ANNUAL RENEWAL	$ 37,703.43 /yr.
THIRD ANNUAL RENEWAL	$ 37,703.43 /yr.
FOURTH ANNUAL RENEWAL	$ 38,834.53 /yr.

Contractor/Firm Name Duval Landscape Maintenance, LLC

Firm Address 7011 Business Park Blvd. North

City/State/Zip Jacksonville, FL 32256

Phone Number (904) 900-1127 Fax Number

Name and Title of Representative Vince Gliatta/ Business Development Mgr.
(Please Print)

Representative's Signature

Date 8/18/25

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
FUTURE AMENITY LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the first annual renewal should Contractor's prices change

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 30,452.10 **/yr.**

- Storm Cleanup $80 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Our teams can provide blanketing on all sensitive plant material. Duval can offer our normal tech rate of $65 per hour. Cost of service will vary.

$TBD /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$50 /hr. for employee with hand-held hose

$150 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 3,466.74 /yr.
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A				
N/A				
N/A				
N/A				
N/A				
N/A				

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	10-0-20 + Pre-M	0.50	300	$521.20
April	20-0-10 + Pre-M	0.50	150	$521.20
May	20-0-10	1.00	300	$425.43
July	Fe foliar		1 gal	$425.43
August	20-0-10	1.00	300	$425.43
October	10-0-20 + Pre-M	0.50	300	$521.20

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	16-4-8	1.67 lbs N/1000	135	$160.55
June	16-4-8	1.67 lbs N/1000	135	$160.55
October	16-4-8	1.67 lbs N/1000	135	$160.55

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5 lbs N per 100 SF PC	30	$36.30
May	8-2-12	1.5 lbs N per 100 SF PC	30	$36.30
October	8-2-12	1.5 lbs N per 100 SF PC	30	$36.30
November	8-2-12	1.5 lbs N per 100 SF PC	30	$36.30

Please list any additional fertilization for those plant materials requiring specialized applications
.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
TBD				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$** 630.24 **/yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)
$ TBD /yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 1,320.06 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$** 2,057.16 **/yr.**

Freeze Protection (description of ability) In Florida, freeze protection for irrigation primarily involves using sprinkler systems to keep plants from freezing damage. Duval can offer a tech on-site at our normal tech rate of $65/hr. Duration of application will vary.

$ TBD /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 80 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

50 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65 /CY
(app. October) $ 3,250 /installation

And

50 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65 /CY
(app. April $ 3,250 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 6,500.00 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 36,606.24 **/ 1st annual renewal**

SECOND ANNUAL RENEWAL $ 37,703.43 /yr.
THIRD ANNUAL RENEWAL $ 37,703.43 /yr.
FOURTH ANNUAL RENEWAL $ 38,834.53 /yr.

Contractor/Firm Name Duval Landscape Maintenance, LLC

Firm Address 7011 Business Park Blvd. North

City/State/Zip Jacksonville, FL 32256

Phone Number (904) 900-1127 Fax Number

Name and Title of Representative Vince Gliatta/ Business Development Mgr.
(Please Print)

Representative's Signature

Date 8/18/25

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
FUTURE AMENITY LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the second annual renewal should Contractor's prices change

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$** 31,365.66 **/yr.**

- Storm Cleanup $ 80 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Our teams can provide blanketing on all sensitive plant material. Duval can offer our normal tech rate of $65 per hour. Cost of service will vary.

$ TBD /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 50 /hr. for employee with hand-held hose

$ 150 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **$ 3,570.74 /yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A				
N/A				
N/A				
N/A				
N/A				
N/A				

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	10-0-20 + Pre M	0.5 lbs N/1000 SF	300	$536.83
April	20-0-10 + Pre M	0.5 lbs N/1000 SF	150	$536.83
May	20-0-10	1.0 lb N/1000 SF	300	$438.19
July	Fe Foliar		1 gal	$438.19
August	20-0-10	1.0 lb N/1000 SF	300	$438.19
October	10-0-20 + Pre M	0.5 lbs N/1000 SF	300	$536.83

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	16-4-8	1.67 lbs N/1000 SF	135	$165.37
June	16-4-8	1.67 lbs N/1000 SF	135	$165.37
October	16-4-8	1.67 lbs N/1000 SF	135	$165.37

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5 lbs N per 100 SF PC	30	$37.39
May	8-2-12	1.5 lbs N per 100 SF PC	30	$37.39
October	8-2-12	1.5 lbs N per 100 SF PC	30	$37.39
November	8-2-12	1.5 lbs N per 100 SF PC	30	$37.39

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
TBD				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$** 648.15 **/yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ TBD /yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
TBD				

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 1,359.66 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS

(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 2,118.88 /yr.**

Freeze Protection (description of ability) In Florida, freeze protection for irrigation primarily involves using sprinkler systems to keep plants from freezing damage. Duval can offer a tech on-site at our normal tech rate of $65/hr. Duration of application will vary.

$ TBD /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 80 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

50 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65 /CY
(app. October) $ 3,250 /installation

And

50 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65 /CY
(app. April $ 3,250 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 6,500.00 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 37,703.43 **/ 2nd annual renewal**

THIRD ANNUAL RENEWAL $ 37,703.43 /yr.
FOURTH ANNUAL RENEWAL $ 38,834.53 /yr.

Contractor/Firm Name Duval Landscape Maintenance, LLC

Firm Address 7011 Business Park Blvd. North

City/State/Zip Jacksonville, FL 32256

Phone Number (904) 900-1127 Fax Number

Name and Title of Representative Vince Gliatta/ Business Development Mgr
(Please Print)

Representative's Signature

Date 8/18/25

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
FUTURE AMENITY LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the third annual renewal should Contractor's prices change

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 31,365.66 **/yr.**

- Storm Cleanup $ 80 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Our teams can provide blanketing on all sensitive plant material. Duval can offer our normal tech rate of $65 per hour. Cost of service will vary.

$ TBD /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 50 /hr. for employee with hand-held hose

$ 150 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 3,570.74 **/yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A				
N/A				
N/A				
N/A				
N/A				
N/A				

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	10-0-20 + Pre M	0.5 lbs N/1000 SF	300	$536.83
April	20-0-10 + Pre M	0.5 lbs N/1000 SF	150	$536.83
May	20-0-10	1.0 lb N/1000 SF	300	$438.19
July	Fe Foliar		1 gal	$438.19
August	20-0-10	1.0 lb N/1000 SF	300	$438.19
October	10-0-20 + Pre M	0.5 lbs N/1000 SF	300	$536.83

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	16-4-8	1.67 lbs N/1000 SF	135	$165.37
June	16-4-8	1.67 lbs N/1000 SF	135	$165.37
October	16-4-8	1.67 lbs N/1000 SF	135	$165.37

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5 lbs N per 100 SF PC	30	$37.39
May	8-2-12	1.5 lbs N per 100 SF PC	30	$37.39
October	8-2-12	1.5 lbs N per 100 SF PC	30	$37.39
November	8-2-12	1.5 lbs N per 100 SF PC	30	$37.39

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
TBD				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 648.15 **/yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ TBD /yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
TBD				

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 1,359.66 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$** 2,118.88 **/yr.**

Freeze Protection (description of ability) In Florida, freeze protection for irrigation primarily involves using sprinkler systems to keep plants from freezing damage. Duval can offer a tech on-site at our normal tech rate of $65/hr. Duration of application will vary.

$ TBD /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 80 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

50 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65 /CY
(app. October) $ 3,250 /installation

And

50 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65 /CY
(app. April $ 3,250 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 6,500.00 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 37,703.43 **/ 3rd annual renewal**

FOURTH ANNUAL RENEWAL $ 38,834.53 /yr.

Contractor/Firm Name Duval Landscape Maintenance, LLC

Firm Address 7011 Business Park Blvd. North

City/State/Zip Jacksonville, FL 32256

Phone Number (904) 900-1127 Fax Number

Name and Title of Representative Vince Gliatta/ Business Development Mgr.
(Please Print)

Representative's Signature

Date 8/18/25

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
FUTURE AMENITY LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the fourth annual renewal should Contractor's prices change

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 32,306.63 **/yr.**

- Storm Cleanup $80/hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Our teams can provide blanketing on all sensitive plant material. Duval can offer our normal tech rate of $65 per hour. Cost of service will vary.

$TBD /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$50 /hr. for employee with hand-held hose

$150 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **$** 3,677.86 **/yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A				
N/A				
N/A				
N/A				
N/A				
N/A				

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	10-0-20 + Pre M	0.5 lbs N/1000 SF	300	$552.94
April	20-0-10 + Pre M	0.5 lbs N/1000 SF	150	$552.94
May	20-0-10	1.0 lbs N/1000 SF	300	$451.34
July	Fe Foliar		1 gal	$451.34
August	20-0-10	1.0 lbs N/1000 SF	300	$451.34
October	10-0-20 + Pre M	0.5 lbs N/1000 SF	300	$552.94

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	16-4-8	1.67 lbs N/1000 SF	135	$170.33
June	16-4-8	1.67 lbs N/1000 SF	135	$170.33
October	16-4-8	1.67 lbs N/1000 SF	135	$170.33

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5 lbs N per 100 SF PC	30	$38.51
May	8-2-12	1.5 lbs N per 100 SF PC	30	$38.51
October	8-2-12	1.5 lbs N per 100 SF PC	30	$38.51
November	8-2-12	1.5 lbs N per 100 SF PC	30	$38.51

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
TBD				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 667.59 **/yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ TBD /yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
TBD				

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 1,400 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 2,182.45 /yr.**

Freeze Protection (description of ability) In Florida, freeze protection for irrigation primarily involves using sprinkler systems to keep plants from freezing damage. Duval can offer a tech on-site at our normal tech rate of $65/hr. Duration of application will vary.

$ TBD /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 80 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

50 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65 /CY
(app. October) $ 3,250 /installation

And

50 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65 /CY
(app. April $ 3,250 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 6,500.00 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 38,834.53 **/ 4th annual renewal**

Contractor/Firm Name Duval Landscape Maintenance, LLC

Firm Address 7011 Business Park Blvd. North

City/State/Zip Jacksonville, FL 32256

Phone Number (904) 900-1127 Fax Number

Name and Title of Representative Vince Gliatta/ Business Development Mgr.
(Please Print)

Representative's Signature

Date 8/18/25

COST BREAKOUT FOR GENERAL LANDSCAPE MAINTENANCE

General Landscape Maintenance

Mowing, hard edging, blowing off hard surfaces: $ 1,231.49 / event

Pond bank mowing, including line-trimming to water's edge: $ 1,750.19 / event

Bed detailing, including weeding, soft edging, shrub pruning, delineation and dead-wooding, dead-heading of annuals, trash and landscape litter removal: $ 1,817.66 / event

Tree Lifting: $ 150/Oak/ TBD / event

Palm Pruning, including seed pods, old flower stalks, and inflorescence, vines & volunteers: $ 2,475 / event

LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	$65.00 Hour
B.	Bush-Hog w/operator	$100.00 Hour
C.	Tractor w/operator	$120.00 Hour
D.	Supervisor with Transportation	$85.00 Hour
E.	Laborer with hand equipment	$65.00 Hour
F.	Truck w/driver	$65.00 Hour
G.	Irrigation Tech	$65.00 Hour
H.	Granular Pesticide Applicator	
	Person with Drop Spreader	$65.00 Hour
I.	Liquid Pesticide Applicator	
	Person with Spray Truck	$65.00 Hour
J.	Granular Fertilizer Applicator	
	Person with Drop Applicator	$65.00 Hour
K.	Liquid Fertilizer Applicator	
	Person with Spray Truck	$65.00 Hour
L.	Granular Weed Control Applicator	
	Person with Drop Applicator	$65.00 Hour
M.	Liquid Weed Control Applicator	
	Person with Spray Truck	$65.00 Hour
N.	Laborer for Additional Trash Pick-Up	$65.00 Hour
O.	Lump Sum Mowing ([1]), entire community	$3,380 Per Mow

[1] Mowing shall include mowing, edging, weed eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

All personnel	$ 80.00	per Hour
	$	per Hour
	$	per Hour

B. Debris removal equipment unit costs:

Chipper	$ 115.00	per Hour
Tractor	$ 120.00	per Hour
Tree Lift	$ 150.00	per Hour

C. Other emergency/disaster related unit costs:

Dump Fees (driver)	$ 80.00	per Hour
	$	per Hour
	$	per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

LEGAL AUTHORITY FOR SIGNATURE

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of:
Duval Landscape Maintenance llc ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through V) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 19th day of August, 2025.

Proposer: Duval Landscape Maintenance
By: Vince Gliatta
Title: Business Development Mgr.

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of X physical presence or ___online notarization, this 19th day of August, 2025, by Vincent Gliatta, as BDM of Duval Landscape Maintenance, on its behalf. He/She [He] is personally known to me or [X] produced FLDL as identification.

TYLER CEASE
Notary Public-State of Florida
Commission # HH 479085
My Commission Expires
January 09, 2028

Notary Public, State of Florida Tyler Cease

Personally Known
OR Produced Identification
Type of Identification FLDL

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Deerbrook Community Development District.

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of BDM for Duval Landscape Maint. ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.

3. Proposer's business address is 7011 Business Park Blvd. North

   Jacksonville, FL 32256

4. Proposer's Federal Employer Identification Number (FEIN) is 27-0877531

   (If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or,

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

(☑)Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

(☐) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

(☐) There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

(☐) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

(☐) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 19th day of August, 2025.

Proposer: Duval Landscape Maintenance
By: Vince Gliatta
Title: Businese Development Mgr.

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of X physical presence or ___online notarization, this 19th day of August, 2025, by Vincent Gliatta, as BDM of, Duval Landsape Maintenance on its behalf. He/She [____] is personally known to me or [X] produced FLDL as identification.

TYLER CEASE
Notary Public-State of Florida
Commission # HH 479085
My Commission Expires
January 09, 2028

Notary Public, State of Florida Tyler Cease

Personally Known
OR Produced Identification
Type of Identification FLDL

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

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

1. This sworn statement is submitted to Deerbrook Community Development District ("District").

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of BDM for Duval Landscape Maint. ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.

3. Proposer's business address is 7011 Business Park Blvd. North

   Jacksonville, FL 32256

4. Proposer's Federal Employer Identification Number (FEIN) is 27-0877531

   (If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of $1 million or more.

6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this 19th day of August, 2025.

Proposer: Duval Landscape Maintenance

By: Vince Gliatta

Title: Business Development Mgr

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of X physical presence or__ online notarization, this 19th day of August, 2025, by Vincent Gliatta, as BDM of , on its behalf. He/She [He] is personally known to me or [X] produced FLDL as identification.

TYLER CEASE
Notary Public-State of Florida
Commission # HH 479085
My Commission Expires
January 09, 2028

Notary Public, State of Florida Tyler Cease

Personally Known
OR Produced Identification
Type of Identification FLDL

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into to be effective as of the full execution of this Agreement:

> **Deerbrook Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida, and having offices at c/o 3434 Colwell Ave, Suite 200, Tampa, Florida 33614 ("**District**"); and
>
> _____, a _____, whose address is _____ ("**Contractor**," and collectively with the District, "**Parties**").

RECITALS

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

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

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

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 are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** ("**Work**"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. 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. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services

comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C.** 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.

In the event that time is lost due to heavy rains ("**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 with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives 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. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates _____, District Manager, to act as the District Representatives. The Contractor shall <u>not</u> take direction from anyone other than the District Representatives (e.g., the Contractor shall <u>not</u> take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is

specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars ($100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

a. Work under this Agreement shall begin upon execution of this Agreement and end September 30, 2025 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement shall annually renew with the same terms set forth herein, in the District's sole discretion.

b. As compensation for the Work, the District agrees to pay Contractor _____ ($_____) per year, in monthly amounts of _____ ($_____). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form – Part IV – Pricing ("**Contract Amount**"). Additionally, for the services specified in Part 5 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th)

day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:

   i. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than $100,000.00 per employee per accident, $500,000.00 disease aggregate, and $100,000.00 per employee per disease.

   ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $2,000,000.00 per occurrence, $2,000,000.00 aggregate covering all work performed under this Contract.

   iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $2,000,000.00 combined single limit covering all work performed under this Contract.

   iv. UMBRELLA LIABILITY: With limits of not less than $2,000,000.00 per occurrence covering all work performed under this Contract.

b. Each insurance policy required by this Contract shall:

i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
iii. Be written to reflect that the aggregate limit will apply on a per claim basis.

c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
i. 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.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of

liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. **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 this Agreement or any separate work authorization issued hereunder, 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, permits and approvals (including any permits and approvals relating to water rights), 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.

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

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

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

16. **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 for breach of this Agreement, 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.

17. **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.

18. **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.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, 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.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **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.*

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

24. **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.

25. **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.

26. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

27. **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, paralegal fees and costs for trial, mediation, or appellate proceedings.

28. **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.

29. **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.

30. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. **If to the District:** Deerbrook Community Development District
3434 Colwell Ave, Suite 200
Tampa, FL 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301
Attn: District Counsel

B. **If to Contractor:** Duval Landscape Maint.
7011 Business Park Blvd N
Jacksonville 32256
Attn: Jessica Horne

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 parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

31. **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.

32. **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 legal actions regarding this Agreement shall be Pasco County, Florida.

33. **PUBLIC RECORDS.** The 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 Rizzetta & Company Inc. ("**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 (813)933-5571, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVE, SUITE 200, TAMPA, FLORIDA 33614.

34. **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.

35. **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, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

36. **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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT

_____
By: _____
Its: _____

Date: _____

_____

_____
By: _____
Its: _____

Date: _____

Exhibit A: **Scope of Services**
Exhibit B: **Proposal Pricing (Part IV of Proposal Form)**
Exhibit C: **Other Forms**
Exhibit D: **Maintenance Map**

EXHIBIT "A" - SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week
NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 services (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be **immediately** re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of Deerbrook CDD's Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing/herbicide applications, etc. Weekend work is permitted when necessary upon prior approval. Any lawn that dies or becomes weak or unsightly (including heavy weed infestation, excessive insect or disease damage, etc.) shall be replaced at the sole cost of the Contractor. This excludes damage from water restrictions (only if automatic irrigation is completely and legally banned by the State and/or local authorities). At all times, Contractor must maintain the perimeters of all natural areas so the growth does not overtake the turf in open lawns, pond banks, tracts between the edges of the wetland and sidewalks, trails or roadways. Contractor is expected to regularly cut this material back and dispose of off-site on an as-needed basis. Contractors will be expected to maintain these tree lines in this trimmed condition throughout the duration of the contract.

1A) **POND MOWING** – All pond banks identified as such (green) on the overall Deerbrook Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water's edge or sod line (if water is not

present). Line trimming at water's edge and line trimming of all drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. As mentioned earlier, The DISTRICT requires mowers to be equipped with a mulching-type deck with mulch flap in the closed position, specifically around pond banks. If circumstances do not allow this, mowers must blow all clippings away from pond banks, but not into any residential lawns. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) **EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) shall be edged and/or line trimmed every week and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property**.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (i.e., MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, BOARDWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE ENTIRE PROPERTY (OR DESIGNATED SECTIONS) MUST BE MOWED, EDGED, LINE-TRIMMED AND ALL DEBRIS BLOWN OFF ALL PAVEMENT IN THE SAME DAY. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars.

(This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs over sidewalks/turf areas (10') in and outside of ROW's and roads (15'), respectively. This may depend on location and species of tree and shall vary according to DOT specs. All moss hanging from trees (including ball moss) shall be removed up to a height of 15' from all CDD-maintained trees on an as-needed basis. During the dormant season, ALL Crape Myrtles shall have ALL mosses removed up to a height of 15'. During this time, all Crape Myrtles less than 15' in height must be pruned. This includes the removal of all seed pods. Crape Myrtles are not to be "hat racked" at any time. Pencil to thumb pruning is the preferred method of Crape Myrtle pruning and shall be performed after threat of frost has passed but before new growth flushes. Any initial removal of all Spanish and Ball Mosses shall be included in the proposals and completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Deerbrook. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants sheared into rounded balls or unnatural shapes will not be allowed. In fact, shearing should be incorporated on a limited basis to not spread fungus and other disease. Selective pruning is the preferred method of shaping. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place and disposed of off-site. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, another solution will need to be proposed and executed.

Palms: **All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times.** This includes only the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning of palms shall never raise the canopy above the three o'clock – nine o'clock horizontal. Contractor will not be asked to trim a singular palm on the property but will be required to trim palms once a significant quantity of palms have a petticoat of dead fronds. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Flower/Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall utilize sterilized pruning equipment (preferably having a minimum of two sets of pruning tools to allow sterilization of previously used equipment between palms). Contractor shall

pay careful attention when pruning Medjool, Sylvester, Reclinata, Canary & Washington Palms. Palms on pool decks (and all other plant material, in general, on pool decks) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times.

4) **WEEDS AND GRASSES** – All shrub & groundcover beds as well as all turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre- & post-emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, FENCES, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The CONTRACTOR shall be responsible for the replacement of turf and ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) **MAINTENANCE OF PAVED AREAS** – All paved areas, including curb and gutter along roadways shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curb line or sidewalk expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) **CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as

these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) **REPLACEMENT OF PLANT MATERIAL** – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance or for the duration of the Contractor's contract, whichever is greater.

Reporting

Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule for the upcoming month. The Contractor shall also report on any deficiencies or items needing attention relating to disease and insects or other afflictions. Contractor shall prescribe the treatment plan he is to follow to remedy such afflictions.

PART 2

FERTILIZATION

Contractor shall abide by all requirements in Ordinance No. 14-16 regarding the application of fertilizer within Pasco County.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF PASCO COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of a line running east-west from coast to coast through Ocala and north of a line between Tampa & Vero Beach.)

All Bahia Sod:

March	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for warm- season weeds
April	A second application of PreM formulated for Bahia turf for warm-season weeds
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF) + PreM
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
October	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for cool-season weeds

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF + PreM
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	A complete fertilizer based on soil tests + PreM

The contractor shall submit a fertilizer label to Landscape Specialist for approval prior to application. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It

shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8-2-12+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, May, October & late November). The "2" should be reduced to "0" if a soil test indicates there is not a deficiency of Phosphorus in the soil. 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

The District requires that all fertilizer applied to all palms on the CDD property be 8-2-12+4Mg. The fertilizer label shall reflect that 100% of the N, K, Mg, and B sources be in slow-release or controlled-

release form and all the Mn, Fe Zn & Cu sources be water soluble (generally these will be sulfates, except for Fe, which can be chelated with EDTA or DTPA). No source of N, K, Mg or B should be water-soluble. This will be considered an unacceptable fertilizer. The information below reflects the most effective sources for the seven critical elements in Florida landscape palm fertilizers:

Element Recommended Sources:*

N - Sulfur-coated urea, resin (or polymer)-coated urea or ammonium salts, urea-formaldehyde
P - Superphosphate, triple superphosphate, coated diammonium phosphate
K - Sulfur-coated potassium sulfate (may have additional polymer coating)
Mg - Kieserite (magnesium sulfate monohydrate) granules
Mn - Manganese sulfate
Fe - Iron sulfate, FeEDTA and/or FeDTPA
B - Granubor® (sodium borate)

*Based on data from Broschat (1991, 1996, 1997, 2008) and Broschat and Elliott (2005)Archival copy: for current recommendations see http://edis.ifas.ufl.edu or your local extension office.

This item will not be included in the contract amount and fertilizer shall not be billed equally on a monthly basis but invoiced the month after application. Contractor is required to provide proposals for each application and proceed once District approval has been executed.

CONTRACTOR shall provide the DISTRICT with PALM fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity prior to purchase. This is to allow time to verify nutrient sources for the macro and micronutrients ensuring they are in slow-release or water-soluble forms. Payment will not be made until the correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the CDD's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Lethal Bronzing. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.
For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all green areas designated as "CDD Maintained – with irrigation unless otherwise noted" on the Maintenance Exhibit. Do NOT include roadway medians in this price nor lake banks, trails or between ponds and conservation areas. It is limited to those landscaped areas under automated irrigation.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems.

A. Irrigation Controllers
   1. Semi-automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

C. Irrigation Systems
   1. Manual test and inspection of each irrigation zone
   2. Clean and raise heads as necessary
   3. Adjust arc pattern and distance for required coverage areas
   4. Clean out irrigation valve boxes

D. Report
   1. Irrigation operation time
   2. Irrigation start time
   3. Maintenance items performed
   4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned, and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such

repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management, or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.

After the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads (includes spray heads), nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Lee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

PART 5
INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds & tree rings) with Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches **after compaction**.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner. Labor for trenching shall be included in the unit cost of the mulch.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard/bale and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.

[END OF SECTION

]

EXHIBIT B
Landscape Maintenance Map

(under separate cover)

EXHIBIT D

Form of Work Authorization

WORK AUTHORIZATION FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the "Work Authorization"), dated _____, 20__ authorizes certain work in accordance with that certain *Agreement for Landscape Maintenance Services* (the "Agreement"), dated _____, 20__, by and between:

Deerbrook Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Pasco County, Florida, whose mailing address is 3434 Colwell Avenue, Ste. 200, Tampa, FL 33614 (the "District"); and

_____, a _____, whose address is _____ (the "Contractor").

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide additional landscape, irrigation and pond maintenance services and/or wetland monitoring and maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "Additional Services").

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement. [SPECIFY WHETHER ONE TIME CHARGE OR INCREASES COMPENSATION LINE ITEM IN ORIGINAL AGREEMENT AND, IF SO, REFLECT AMENDMENT TO THAT PROVISION].

SECTION 3. GOVERNING LANGUAGE. This Work Authorization, together with the Agreement, represents the entire understanding between the District and the Contractor with regard to the referenced Work Authorization. Except for the warranties provided to the District, none of the provisions of Exhibit A shall apply to this Work Authorization and Exhibit A shall not be incorporated herein, except that Exhibit A is applicable to the extent that it describes the scope of services for the labor and materials to be provided under this Work Authorization.

SECTION 4. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT

_____
Signature of Secretary

_____
Signature of Chairperson, Board of Supervisors

_____

_____
Signature of Witness

_____

By: _____

Its: _____

Exhibit A: Proposal/Scope of Additional Services

EXHIBIT E

Other Forms

Duval Landscape Maintenance, LLC
7011 Business Park Blvd. North
Jacksonville, FL 32256

Current and Past CDD Contracts in the Past Five Years

Has the Proposer's company provided services for a community development district or similar community previously? Yes (X) No ( )

7.1 If yes, provide the following:
• Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

1. Sweetwater Creek CDD

605 Palencia Club Drive
St. Augustine, FL 32095

Management Company: RMS
Manager: Dan Wright
Email: dwright@rmsnf.com
Phone: (845) 544-3290

Sweetwater Creek CDD has been a customer since 2021. The community is set to go out to bid this year. We look forward to signing a renewal agreement with this customer in the coming months.

2. Willow Walk CDD

Palmetto, FL

Management Company: Rizzetta & Company
Manager: Hunter Mimbs
Email: HMimbs@rizzetta.com
Phone:

Willow Walk CDD is a recent onboard for us as of 8/1/25. We will continue to provide full-service landscape maintenance including turf, shrub, irrigation, and enhancement services. Willow Walk will continue to be a valued, current client.

DUVAL LANDSCAPE MAINTENANCE LLC

Balance Sheet

As of Dec 31, 2024

Accrual Basis

	31-Dec-24
ASSETS	
Current Assets	2,245,485.89
Fixed Assets	1,429,809.95
Other Assets	1,496,908.00
TOTAL ASSETS	**5,172,203.84**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	2,110,811.07
Long Term Liabilities	2,510,000.35
Total Liabilities	4,620,811.42
Equity	
Net Retained Earnings / Distributions	55,897.68
Net Income	495,494.74
Total Equity	551,392.42
TOTAL LIABILITIES & EQUITY	**5,172,203.84**

DUVAL LANDSCAPE MAINTENANCE LLC

Profit Loss

January through December 2024

Accrual Basis

	Jan - Dec 24
Ordinary Income/Expense	
Income	20,640,953.49
Cost of Goods Sold	10,149,508.54
Gross Profit	10,491,444.95
Expense	
Facility Expenses	1,017,404.68
General & Admin	464,125.05
Personnel	2,904,824.46
Sales & Marketing	1,308,557.46
Vehicles & Equipment	1,722,378.42
63300 · Insurance Expense	1,273,079.46
Total Operating Expense	8,690,369.53
Earnings Before Interest, Tax, Depreciation & Amortization (EBITDA)	**1,801,075.42**
62400 · Depreciation Expense	1,020,249.00
Other Income/Expense	
Other Income	-
Other Expense	285,331.68
Net Other Income	(285,331.68)
Management Net Income	**495,494.74**



Duval Landscape MAINTENANCE

Joe Pichardo

Employment Period: 2019-Current

Tampa Branch Manager

PROFILE

High quality communication skills and experience. Developed skills to work under high stress situations while maintaining exceptional performance and work quality. Dependable and adaptable to work in a variety of environments with a multitude of skills.

CONTACT

PHONE:
813-644-0261

WEBSITE:
https://www.duvallandscape.com

EMAIL:
joe.pichardo@duvallandscape.com

EDUCATION AND CERTIFICATES

1. College Graduate at USF 2000
   Environmental Sciences BA
2. CPO License - Current
3. Best Management Practices Certificate
4. 2025 Duval Safety Training Certificate

SIMILAR SITE EXPERIENCE

1. Sunrise Preserve
   Sarasota, Fl
   500 SF home community

2. Cypress Falls at The Woodlands
   North Port, Fl
   775 SF home Community

3. Magnolia Park HOA
   Riverview, Fl
   1500 SF home community

4. Pointe Alexis HOA
   Tarpon Springs, Fl
   225 SF home community

SKILLS

Industry Knowledge: Management and overall knowledge of landscape industry. Environmental Sciences degree from USF.

Technical Skills: Aspire, KPI, and all business systems.

Soft Skills: Teamwork, Attention to Detail, Critical Thinking, Problem Solving, Communication, Leadership



Duval Landscape MAINTENANCE

TOMMY DILANDRO

Employment Period: 2020-Current

Regional Sales Manager

PROFILE

High quality communication skills and experience. Developed skills to work under high stress situations while maintaining exceptional performance and work quality. Dependable and adaptable to work in a variety of environments with a multitude of skills.

CONTACT

PHONE:
813-460-2217

WEBSITE:
https://www.duvallandscape.com

EMAIL:
tommy@duvallandscape.com

EDUCATION AND CERTIFICATES

1. College Graduate at USF 2019
   Biomedical Sciences BA
2. Best Management Practices Certificate
3. 2025 Duval Safety Training Certificate
4. Landscape Design and Rendering Specialist
5. Property estimating and review
6. Agronomy background

SIMILAR SITE EXPERIENCE

Worked in many multi-family communities throughout Florida.

Successful in relationship building and property maintenance.

Communication processes are implemented to ensure operational success within HOA's and COA's throughout Florida.

Property assessment and enhancement.

Design and Rendering.

Aspire, CAD, Site Plans, Estimating and Sales

SKILLS

Industry Knowledge: Management and overall knowledge of landscape industry. In tune with successful processes while maintaining landscaping throughout FL.

Technical Skills: All business and computer systems.

Soft Skills: Teamwork, Attention to Detail, Critical Thinking, Problem Solving, Communication, Leadership.



Duval Landscape
MAINTENANCE

Eddie Barnwell

Employment Period: 2016-Current

Account Manager

PROFILE

High quality communication skills and experience. Developed skills to work under high stress situations while maintaining exceptional performance and work quality. Dependable and adaptable to work in a variety of environments with a multitude of skills.

CONTACT

PHONE:
407-448-2334

WEBSITE:
https://www.duvallandscape.com

EMAIL:
eddie@duvallandscape.com

EDUCATION AND CERTIFICATES

1. College Graduate at UF 2017
   Environmental Sciences BA
2. CPO License - Current
3. Best Management Practices Certificate
4. 2025 Duval Safety Training Certificate

SIMILAR SITE EXPERIENCE

1. Sunrise Preserve
   Sarasota, Fl
   500 SF home community

2. Cypress Falls at The Woodlands
   North Port, Fl
   775 SF home Community

3. Magnolia Park HOA
   Riverview, Fl
   1500 SF home community

4. Pointe Alexis HOA
   Tarpon Springs, Fl
   225 SF home community

SKILLS

Industry Knowledge: Management and overall knowledge of landscape industry. Environmental Sciences degree from UF. Started at Duval as an intern.

Technical Skills: Aspire, KPI, and all business systems.

Soft Skills: Teamwork, Attention to Detail, Critical Thinking, Problem Solving, Communication, Leadership



Duval Landscape MAINTENANCE

RICHARD MCMANUS

Employment Period: 2015-Current

Tampa Irrigation Manager

PROFILE

High quality communication skills and experience. Developed skills to work under high stress situations while maintaining exceptional performance and work quality. Dependable and adaptable to work in a variety of environments with a multitude of skills.

CONTACT

PHONE:
813-495-6608

WEBSITE:
https://www.duvallandscape.com

EMAIL:
richard@duvallandscape.com

EDUCATION AND CERTIFICATES

1. College Graduate at USF Tampa 2009
   Environmental Sciences BA
2. Contractors License – expired 2022
3. CPO License - Current
4. Best Management Practices Certificate
5. 2025 Duval Safety Training Certificate
6. Hunter and Rainbird certification

SIMILAR SITE EXPERIENCE

1. Pointe Alexis HOA
   Tarpon Springs, Fl

Responsible for Maintenance of:
220 SF homes
Common Areas

2. Magnolia Park HOA
   Riverview, Fl

Responsible for Maintenance of:
775 SF homes
625 Villas and Townhomes

SKILLS

Industry Knowledge: Irrigation Scheduling, Sprinkler Systems, Irrigation Installation, Sprinkler Repair, Design, Maintenance, and Troubleshooting.

Technical Skills: Aspire and pricing manager. Full install, site plan review and CAD experience. Two wire certificates

Soft Skills: Teamwork, Attention to Detail, Critical Thinking, Problem Solving, Communication, Leadership



Duval Landscape MAINTENANCE

JOSHUA BOUCHER

Employment Period: 2015-Current

Regional Irrigation Manager

PROFILE

High quality communication skills and experience. Developed skills to work under high stress situations while maintaining exceptional performance and work quality. Dependable and adaptable to work in a variety of environments with a multitude of skills.

CONTACT

PHONE:
(904) 376-0212

WEBSITE:
https://www.duvallandscape.com

EMAIL:
josh@duvallandscape.com

EDUCATION AND CERTIFICATES

1. College Graduate at UNF 2019 Environmental Sciences BA
2. Best Management Practices Certificate
3. 2025 Duval Safety Training Certificate
4. Irrigation Contractors License
5. Hunter and Rainbird Certification
6. OSHA Outreach Certificate
7. CPCO
8. Florida Water Star Accredited

SIMILAR SITE EXPERIENCE

Worked in many multi-family communities throughout Florida.

Irrigation Contractors license. New installation and maintenance experience.

Two-wire system, smart system, and design capabilities.

Property assessment and enhancement.

Design and Rendering.

Aspire, CAD, Site Plans, Estimating and Sales

SKILLS

Industry Knowledge: Management and overall knowledge of landscape industry. In tune with successful processes while maintaining landscaping throughout FL.

Technical Skills: All business and computer systems.

Soft Skills: Teamwork, Attention to Detail, Critical Thinking, Problem Solving, Communication, Leadership.

Duval Landscape maintenance, LLC
Best Management Practices Certifications

Duval Landscape
MAINTENANCE

Employees
1. Joshua Boucher
2. Taylor Cain
3. Richard McManus
4. Austin Grady
5. Ricardo Gomez
6. Thomas Dilandro


Certificate of Training
Best Management Practices
Florida Green Industries
GV27542-1 Certificate #
GV27542 Trainee ID #
The undersigned hereby acknowledges that
Joshua Boucher
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.
Issuer | D. Rainey Instructor | 12/27/2024 Date of Class | DEP Program Administrator
Not valid without seal


Certificate of Training
Best Management Practices
Florida Green Industries
GV27542-1 Certificate #
GV27542 Trainee ID #
The undersigned hereby acknowledges that
Taylor Cain
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.
Issuer | D. Rainey Instructor | 12/27/2024 Date of Class | DEP Program Administrator
Not valid without seal


Certificate of Training
Best Management Practices
Florida Green Industries
GV27542-1 Certificate #
GV27542 Trainee ID #
The undersigned hereby acknowledges that
Richard McManus
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.
Issuer | D. Rainey Instructor | 12/27/2024 Date of Class | DEP Program Administrator
Not valid without seal


Certificate of Training
Best Management Practices
Florida Green Industries
GV27542-1 Certificate #
GV27542 Trainee ID #
The undersigned hereby acknowledges that
Austin Grady
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.
Issuer | D. Rainey Instructor | 12/27/2024 Date of Class | DEP Program Administrator
Not valid without seal


Certificate of Training
Best Management Practices
Florida Green Industries
GV27542-1 Certificate #
GV27542 Trainee ID #
The undersigned hereby acknowledges that
Ricardo Gomez
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.
Issuer | D. Rainey Instructor | 12/27/2024 Date of Class | DEP Program Administrator
Not valid without seal


Certificate of Training
Best Management Practices
Florida Green Industries
GV27542-1 Certificate #
GV27542 Trainee ID #
The undersigned hereby acknowledges that
Thomas Dilandro
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.
Issuer | D. Rainey Instructor | 12/27/2024 Date of Class | DEP Program Administrator
Not valid without seal

Duval Landscape Maintenance, LLC
Additional Certificates

Duval Landscape
MAINTENANCE

OSHA Certification



OSHA Outreach Training

Completion Certificate

JOSHUA JAMES BOUCHER

has successfully completed the following course

OSHA 30-Hr Outreach Training for the Construction Industry

and is awarded 3.0 CEU credits

7/27/2023

David Couch

OSHA Authorized Trainer

Florida Water Star



Florida Water Star

This Certifies That

Joshua Boucher

I00408

Is A

Florida Water Star℠ Irrigation Accredited Professional

and is committed to designing and installing water-efficient irrigation systems for Florida Water Star℠ projects.

Expiration Date: 12/31/2027
Certified Since: 11/9/2018

Deidre Irvin, FWS Coordinator

Henry Hall, FNGLA Certification Director

Certified Pest Control Operator



State of Florida

Department of Agriculture and Consumer Services

Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF293326

JOSHUA JAMES BOUCHER

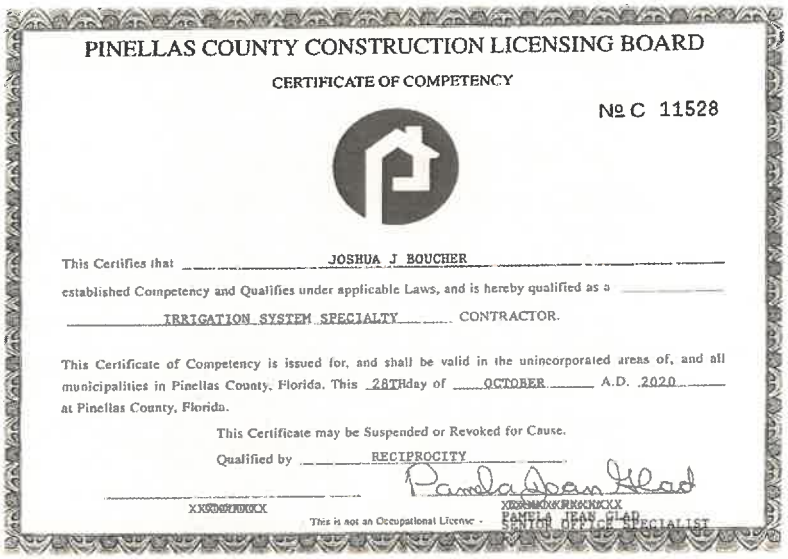
This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice Lawn and Ornamental in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on December 13, 2010

NICOLE "NIKKI" FRIED
Commissioner of Agriculture

Chief, Bureau of Licensing and Enforcement

Irrigation Contractors License



PINELLAS COUNTY CONSTRUCTION LICENSING BOARD

CERTIFICATE OF COMPETENCY

№ C 11528

This Certifies that JOSHUA J BOUCHER

established Competency and Qualifies under applicable Laws, and is hereby qualified as a

IRRIGATION SYSTEM SPECIALTY CONTRACTOR.

This Certificate of Competency is issued for, and shall be valid in the unincorporated areas of, and all municipalities in Pinellas County, Florida. This 28TH day of OCTOBER A.D. 2020 at Pinellas County, Florida.

This Certificate may be Suspended or Revoked for Cause.

Qualified by RECIPROCITY

XXXXXXXXX

This is not an Occupational License - PAMELA JEAN HEAD
SENIOR OFFICE SPECIALIST

Irrigation Certification



HUNTER Technician

Jesse Casselman

has successfully completed the

Hunter Product Technician

ONLINE TRAINING PROGRAM

PHIL ROBISCH, CID, CLIA, CLWM
Product Technical Training Manager

GENE SMITH, PE, CID, CLIA
Vice President, Marketing

Hunter



HUNTER Technician

Travis Westenbarger

has successfully completed the

Hunter Product Technician

ONLINE TRAINING PROGRAM

PHIL ROBISCH, CID, CLIA, CLWM

GENE SMITH, PE, CID, CLIA
Vice President, Marketing

Hunter

CDD Fixed Irrigation Pricing for Duval Landscape Maintenance

2025-2026

Item	Unit Price
1806 Spray Head	$25
5004 Rotor	$25
Spray Nozzle	$3.75
MPR Nozzle	$10.00
Drip Repar	$5.00
Relocate Head	$15.00
Lat. Line Break	$25.00
AC Solenoid	$80.00
Irrigation Labor	$60/HR
Drip Line	$1.75/ft

Fixed irrigation pricing is negotiable.

Duval Landscape
MAINTENANCE

DAILY WORK JOURNAL

DATE:_____

DESCRIPTION OF WORK PERFORMED TODAY:_____

_____

_____

_____

_____

_____

_____

_____

LOCATIONS:_____

_____

_____

_____

_____

_____

ISSUES REQUIRING ATTENTION: ***(Please notify District Rep. if any)***

_____

_____

_____

_____

DEERBROOK CDD

PEST MANAGEMENT REPORT

DATE:_____

SYMPTOMS:_____

_____

_____

LOCATION: _____

_____

_____

PROBABLE CAUSE OF DAMAGE: _____

_____

_____

_____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

_____

_____

_____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

DEERBROOK REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

Austin Getz
President/Owner
813-701-6831

DEERBROOK
Community Development District

Getz Outdoor Services

Deerbrook Community Development District

Proposal for Landscape and Irrigation Maintenance and Services

August 2025

Austin Getz
President/Owner
813-701-6831

August 19th, 2025

Deerbrook Community Development District

Board Members,

I would like to thank you for considering Getz Outdoor Services for Landscape and Irrigation Maintenance at the Deerbrook Community Development District. The following proposal package is being delivered to the Rizzetta & Company Tampa Office in a sealed envelope. The Proposal has also been sent to John Toborg, the Landscape Inspection Services Manager with Rizzetta & Company.

Getz Outdoor Services is a local, family-owned and operated landscape maintenance company based in the Tampa Bay Region. We strive to provide our clients with a handcrafted service based on the needs of the District. ***We are proud to have our name attached to properties that we maintain***, as it is not only a reflection of the caliber of work we do, but this area is also home to us. Landscaping is the cornerstone of every residential community, enhancing both aesthetic appeal and livability. At Getz Outdoor Services, we want you to be proud of where you live. We are not a big corporate company, we are just your neighbors that want to continue to make Florida a great place to call home.

Austin Getz
President/Owner
813-701-6831

GETZ OUTDOOR SERVICES LLC

ABOUT US

Founded in 2018, Getz Outdoor is a family owned and operated Commercial Landscaping and Pressure Washing company. At Getz Outdoor, we are proud to have our name attached to our clients. Getz Outdoor is one of the last few remaining "mom-and-pop" landscape service companies in the industry. Providing you the highest quality landscape management services, we partner with you to achieve mutual success.

OUR TEAM

We have grown rapidly since our opening in 2018. Opening our doors with only 2 team members to currently employing over 20 employees, we offer high quality landscape management services at competitive, low rates. Our experienced Team consists of arborists, technicians, mechanics, laborers and supervisors that hold a range of skills across varying fields and combined experience of over 40 years.

ACCOUNTABILITY

Accountability is the key to success. We provide you with monthly reports inclusive of our daily checklist, photographs, priority areas as well as before and after pictures of work that has been completed. for the purpose of being on the same page and knowing what's going on from all fronts with no lack of communication.

TRANSPARENCY

With accountability comes transparency. Providing you with our monthly report holds us accountable, however it also provides transparency. Openly communicating, providing honest feedback and sharing information in a timely manner is the key to building a long-term relationship with our clients. We believe our core values, team-approach and partnership with clients have attributed to our 100% client retention rate.

COMPLIMENTARY PRESSURE WASHING

It is of the upmost importance to Getz Outdoor to enhance the visual appeal of your community year-round. In addition to providing the landscape maintenance services outlined in the scope, as a valued client, we provide bi-annual clubhouse pressure washing, free of charge to you. As a valued client and teammate of a Getz Outdoor

Austin Getz
President/Owner
813-701-6831

property, we offer pressure washing services to all residents and organizations within the community at a 25% discount.

Austin Getz
President/Owner
813-701-6831

Current Fleet

Vehicles / Heavy Equipment

2024 Silver Chevy Silverado 1500 High Country (1)

2024 Silver Chevy Silverado 1500 (1)

2022 White Chevy Silverado 1500 (1)

2018 White Ford F-150 XLT (1)

2008 White Ford F-150 XL Long Bed (1)

2024 Black Dodge Ram 2500 (1)

7.5x16 Open Trailer (2)

2023 Kubota Sidekick 850 (1)

2024 Yamaha UMAX (1)

2021 4x7x7 Utility Trailer (1)

2021 Toro Dingo Mini Skid (1)

2022 Vermeer BC 1500 Wood Chipper (1)

2018 Bobcat s650 Skid Steer (1)

2021 Big Tex 8x20x4 13 Ton Dump Trailer (1)

2021 Genie TZ50DC 50' Towable Boom Lift (1)

2012 Freightliner Grapple Truck (1)

2024 8.5x20 Black Enclosed Trailer (2)

2022 7x16x4 Black Dump Trailer (2)

Mowers

2023 Cub Cadet 21" Push Mower (2)

2025 Scag V Ride II 61" Zero Turn Standers (8)

2025 Scag V Ride XL 72" Zero Turn Standers (6)

2025 Scag V Ride II 36" Zero Turn Standers (4)

Austin Getz
President/Owner
813-733-2552

Blowers

Stihl BR 800 C-E Magnum (6)

Stihl BR 800 X (4)

Stihl BR 600 (4)

Line Trimmers

Stihl FS 85 T (2)

Stihl 131 (2)

Stihl KM 131 (2)

Stihl FS 111 RX (4)

Stihl FS 91 R (4)

Edgers

Stihl FS 85 T (4)

Stihl KM 131 R (4)

Stihl FC 91 (6)

Chainsaws

Stihl 019 T (2)

Stihl MS 170 (2)

Stihl MS 290 (2)

Stihl FS 85 T (2)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/24/2025

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

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

PRODUCER	CONTACT NAME:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
	E-MAIL ADDRESS: customerservice@biBERK.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Direct Insurance Company	10391
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Getz Outdoor Services LLC

22460 Cherokee Rose Place
Land O' Lakes, FL 34639-3109

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC X OTHER:	X	X	N9BP884538	06/03/2025	06/03/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 5,000 $ Included $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $10,000	X		N9UM884619	06/03/2025	06/03/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N9WC885266	06/03/2025	06/03/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

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

-

CERTIFICATE HOLDER

Getz Outdoor Services LLC

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/25/2025

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

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

PRODUCER	CONTACT NAME:	
PROGRESSIVE PO BOX 94739 CLEVELAND OH 44101	PHONE (A/C, No, Ext): 800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Progressive Express Insurance Co.	
INSURED	INSURER B :	
GETZ OUTDOOR SERVICES LLC 22460 CHEROKEE ROSE PL LAND O' LAKES FL 34639	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	X	X	860585632	07/22/2025	01/22/2026	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Personal Injury Protection	X	X	860585632	07/22/2025	01/22/2026	10,000 w/ 0 ded	

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

2025 GMC SIERRA 1GT4UXEY3SF285208 2018 FORD F150 1FTEW1EG0JKF42625

CERTIFICATE HOLDER

Getz Outdoor Services LLC

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

PROJECT MANUAL

FOR

LANDSCAPE MAINTENANCE SERVICES

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT

RIZZETTA & COMPANY

JUNE 2025

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

TABLE OF CONTENTS

Request for Proposals 3

Instructions to Proposers 5

Evaluation Criteria 11

Affidavits 15

Proposer's Qualification Statement 17

Officers 22

Proposal Form(s) Existing Landscape 23

Proposal Form(s) Future Amenity 48

General Maintenance Cost Breakout 73

Rates for Additional Services 74

Emergency Clean-Up Services 75

Legal Authority for Signature 76

Statement Regarding Public Entity Crimes 77

Statement Regarding Sudan & Iran Energy Sector 80

Substantial Form of Owner/Contractor Agreement 82

Scope of Services 94

Maintenance Maps 107

Authorization for Additional Work 108

Other Forms 110

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS AND NOTICE OF MEETING TO OPEN PROPOSALS

Landscape & Irrigation Maintenance Services
Pasco County, Florida

Deerbrook Community Development District (the "District") hereby requests proposals to provide services relating to the exterior landscaping & irrigation maintenance for Deerbrook Community Development District, all as more specifically set forth in the Project Manual.

The Project Manual will be available beginning Tuesday, July 22, 2025, at 12:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544, for the sum of $100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein will preclude the District's consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal, contract documents, project scope, technical specifications, and site plan. Please make checks payable to Rizzetta & Company, Inc. NO CASH OR CREDIT CARD ACCEPTED. The Landscape Specialist shall be the contact person regarding the Project Manual. Mr. John Toborg can be reached by email at jtoborg@rizzetta.com or via phone at (813) 933-5571.

There will be a mandatory Pre-Proposal Meeting on Friday, July 25, 2025, at 1:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544. Failure to attend will preclude the District's consideration of a proposal submitted by a non-attending proposer. The Project Manual will not be available for sale at the mandatory pre-proposal meeting, but will be available at the Rizzetta & Co., Inc. office at the Old Pasco Road address stated above until Wednesday, July 30, 2025, at 12:00 p.m. (EST)

The District is a special-purpose unit of local government created by Chapter 190, Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual and meet the following qualifications: (i) be authorized to do business in Florida and hold all required state and federal licenses in good standing, (ii) have at least five (5) years of experience with landscape maintenance projects of similar nature and size, with verifiable references on those projects, (iii) must submit total price along with an option for four (4) one (1) year renewals with price, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, and (v) be fully licensed and insured.

The District has the right to reject any, and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so, and the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal

notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, in accordance with the District's Rules of Procedure, within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the issuance of the Project Manual, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Rizzetta and Company, Inc., 3434 Colwell Avenue, #200, Tampa, FL 33614. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made by the Board of Supervisors on the basis of qualifications according to the evaluation criteria contained within the Project Manual at a meeting anticipated to be held on Tuesday, September 9, 2025, at 5:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion, it is in the best interest of the District to do so. The meeting is hereby publicly advertised. Any and all questions relative to this project shall be directed in writing, by e-mail only, to John Toborg at jtoborg@rizzetta.com, and Jere Earlywine at jere.earlywine@kutakrock.com, no later than Monday, August 4, 2025, by 4:00 p.m. (EST). Answers will be provided to all eligible proposers by 5:00 p.m. (EST), Tuesday, August 5, 2025.

A District meeting to open the proposals will be held at 1:00 p.m. (EST) on Tuesday, August 19, 2025, at the office of Rizzetta and Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544. Firms desiring to provide services for this project must submit one (1) hard copy original, (1) additional hard copy and one (1) digital copy, in the form of a flash drive, of the required proposal no later than 1:00 p.m. (EST) on Tuesday, August 19, 2025, at the office of Rizzetta and Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544, Attention: John Toborg. Proposals shall be submitted in one sealed opaque package, shall bear the name of the proposer on the outside of the package, and shall identify the name of the project. Proposals will be opened at a public meeting at the time, date and location stipulated above; those received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified. No official action of the District's Board will be taken at this meeting. It is held for the limited purpose of opening the proposals. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 933-5571 at least five calendar days prior to the meeting. If you are hearing-impaired or speech-impaired, please contact the Florida Relay Service at 711 or 1-800-955-8770, for aid in contacting the District Office. A copy of the agenda for these meetings may be obtained from the District Manager, Rizzetta & Co., Inc., via email at info@rizzetta.com or by calling (813) 933-5571. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Deerbrook Community Development District
Mr. Lynn Hayes, District Manager (lhayes@rizzetta.com)
Publication Date: Friday, July 18, 2025

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
INSTRUCTIONS TO PROPOSERS
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

1. DUE DATE. Sealed proposals ("**Proposals**") must be received by interested parties ("**Proposer**") no later than 1:00 p.m. (EST) on Tuesday, August 19, 2025, at the office of Rizzetta and Company, Inc., 5020 West Linebaugh Avenue, Suite 240, Tampa, FL 33624, Attention: John Toborg. Proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

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

DATE	EVENT
July 18, 2025	Notice of RFP Published & Posted
July 22, 2025, 12:00 p.m.	RFP Available for Purchase at Rizzetta & Co., Inc. (WC)
July 25, 2025, 1:00 p.m.	Pre-Proposal Meeting, Rizzetta Old Pasco Road Office
August 4, 2025, 4:00 p.m.	Deadline for Questions
August 19, 2025, 1:00 p.m.	Proposals Due/Public Opening, Rizzetta & Co., Inc. (WC)
September 9, 2025, at 5:00 p.m.	Board Meeting to Evaluate Proposals & Award Contract (WC)
Tentatively, October 13, 2025	Contract Start Date

3. MANDATORY PRE-PROPOSAL MEETING. There will be a mandatory pre-proposal meeting Friday, July 25, 2025, at 1:00 p.m. at Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal. Additional information regarding this meeting may be obtained by contacting the District Manager, Lynn Hayes, at lhayes@rizzetta.com or calling (813) 933-5571.

4. SIGNATURE ON PROPOSAL. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that it shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from its own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an "as is" condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall

take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

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

7. PROJECT MANUAL. The Project Manual will be available beginning Tuesday, July 22, 2025, at 12:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544. Cost of the Project Manual is $100.00. Checks must be made out to Rizzetta & Co., Inc. NO CASH OR CC ACCEPTED. Failure to purchase the Project Manual as specified herein will preclude the District's consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals and proposal and contract documents. Purchase of the manual is mandatory.

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

9. 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.

10. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to John Toborg at jtoborg@rizzetta.com with an e-mail copy to Jere Earlywine, District Counsel, at jere.earlywine@kutakrock.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after August 4, 2025, 4:00 p.m. (EST) will not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

11. SUBMISSION OF PROPOSAL. Submit one (1) hard copy original, (1) additional hard copy and one (1) digital copy, in the form of a flash drive, along with other requested attachments, at the time and place indicated herein, enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. This Rizzetta & Co. office location does not receive USPS. DO NOT SEND THROUGH THE US MAIL. The Proposal must be either hand-

delivered or sent through a third-party courier. The sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Deerbrook Community Development District – Landscape & Irrigation Maintenance RFP) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

12. 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.

13. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

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

A. A completed and executed Proposal Form, with all its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.

B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience and any certifications, (i.e., Certified Arborist, Certified Irrigation Technician, CPO, etc.) Proposer must guarantee that should certified professionals leave the company, another certified professional of the same discipline shall replace him within a reasonable amount of time, but no more than thirty (30) days.

C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.

D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).

E. At least three (3) 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 narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.

G. Completed proposal pricing. All responses must itemize in their narrative, the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch & annual flowers, including installation, should be provided but not included in the contract amount as this service shall be rendered at the discretion of the District's Board of Supervisors.

15. 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 officers, employees and agents 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.

16. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

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

18. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

19. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; (4) attend the mandatory pre-proposal meeting, (5) must be in good financial standing with no history of bankruptcy or financial reorganization, and (6) be fully licensed and insured. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

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

and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

21. 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.

22. 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 and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the *Florida Statutes* will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

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

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

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

26. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships, and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

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

28. NO CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS. 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. The District may not give preference to a vendor based on the vendor's social, political, or ideological interests. Each solicitation for procurement of commodities or contractual services by the District will include a provision notifying vendors of these provisions.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the Evaluation Criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the issuance of the Project Manual **(i.e., by no later than [BID PROTEST DEADLINE] 5:00 PM (EST))]**, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Deerbrook Community Development District, c/o: Rizzetta & Co., Inc., 3434 Colwell Avenue, #200, Tampa, FL 33614, ATTN: Lynn Hayes, District Manager**. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

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 20% of the anticipated total contract award (including the initial one-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 all proposals, 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 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.

Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager, Rizzetta & Co., Inc., 3434 Colwell Avenue, Ste. 200, Tampa, FL 33614.

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel **(20 Points Possible)**

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Austin Getz	18	Owner / Supervisor	Oversees All Staff
2. William Ransom	25	Irrigation Tech / Supervisor	Oversees Irrigation and Maintenance
3. David Jones	18	Irrigation Tech / Supervisor	Oversees On-site crew
4. Andrew Virgili	15	Mechanic / Supervisor	Oversees Functionality of Equipment
5.			

Proposed Staffing Levels

Landscape Maintenance staff will include 5 laborers, 2 Supervisors, and 1 Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Austin Getz	18	Owner / Supervisor	Oversees All Staff
2. William Ransom	25	Irrigation Tech/ Supervisor	Oversees Irrigation and Maintenance
3. David Jones	18	Irrigation Tech/ Supervisor	Oversees On-site crew
4. Andrew Virgili	15	Mechanic / Supervisor	Oversees Functionality of Equipment

2. Experience (25 Points Possible)

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1. Project Name/Location: Lakeside Plantation Community Development District

Contact: Harold Myers Contact Phone: 941-423-5500

Project Type/Description: Oversees Turf Maintenance and Detailing, Turf Care, Tree and Shrub Maintenance, Mulching, Irrigation, and Palm Trimming and Maintenance.

Dollar Amount of Contract: $141,782.88

Your Company's Detailed Scope of Services for Project: This is another CDD Residential Board. We have a great relationship with them, and are constantly communicating to maintain the highest standard of work possible. We believe that communication is the most important part of the Landscaper / Board Relationship.

Duration of Contract: START DATE: April 2025 END DATE: Renewed

2. Project Name/Location: Cypress Creek Community Development District

Contact: Nancy Fauci Contact Phone: 603-770-2911

Project Type/Description: Oversees Turf Maintenance and Detailing, Turf Care, Tree and Shrub Maintenance, Mulching, Irrigation, and Palm Trimming and Maintenance.

Dollar Amount of Contract: $344,000.00

Your Company's Detailed Scope of Services for Project: CDD Residential Board. We have recently overtaken this community after they had another vendor for years. We immediately identified pressing

Experience cont.

issues and began in house supplemental work to restore beauty to the neighborhood. We encourage input from Board Members and Management to ensure the property is up to the standards that residents need and deserve.

Duration of Contract: START DATE: August 2025 END DATE: Renewed

3. Project Name/Location: Stress Free Property Management

Contact: Chris Mercer Contact Phone: 813-299-1922

Project Type/Description: Oversees landscaping and irrigation services for 18 commercial properties and buildings.

Dollar Amount of Contract: $311,134.00

Your Company's Detailed Scope of Services for Project: Oversees Turf Maintenance and Detailing, Turf Care, Tree and Shrub Maintenance, Mulching, Irrigation, and Palm Trimming and Maintenance. Maintaining communication with management is key to ensure that everything is running according to scope.

Duration of Contract: START DATE: 2020 END DATE: Renewed

4. Project Name/Location: Gator Property Management

Contact: James Sears Contact Phone: 813-355-6232

Project Type/Description: Oversees landscaping and irrigation services for 5 commercial properties and buildings.

Dollar Amount of Contract: $135,000.00

Your Company's Detailed Scope of Services for Project: We oversee Turf Maintenance and Detailing, Irrigation, Turf Care, Tree and Shrub Maintenance, Mulching, and Palm Trimming and Maintenance. We design specifications to ensure the most cost effective and efficient way to keep the properties in the best possible shape at all times.

Duration of Contract: START DATE: 2019 END DATE: Renewed

5. Project Name/Location: Bounce House of Tampa

Contact: Michael Howroyd Contact Phone: 813-655-0664

Project Type/Description: Oversee full landscaping and irrigation services for commercial properties all over the Tampa Bay Area. We have a great relationship with management to ensure needs are met.

Dollar Amount of Contract: $185,300.00

Your Company's Detailed Scope of Services for Project: We oversee Turf Maintenance and Detailing, Irrigation, Turf Care, Tree and Shrub Maintenance, Mulching, and Palm Trimming and Maintenance. We design specifications to ensure the most cost effective and efficient way to keep the properties in the best possible shape at all times.

Duration of Contract: START DATE: 2019 END DATE: Renewed

3. Understanding Scope of RFP **(10 Points Possible)**

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. Price **(20 Points Possible)**

A full twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD & FOURTH ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible (20) in this part of the evaluation criteria. *

* Contractor "A" turns in a bid of $210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of $265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). (210,000/265,000) x 20 = 15.80. Therefore, Contractor "B" will receive 15.80 of 20 possible points. Contractor "C" turns in a bid of $425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). (210,000/425,000) x 20 = 9.88. Therefore, Contractor "C" will receive 9.88 of 20 points.

5. Reasonableness of ALL Numbers **(25 Points Possible)**

Up to twenty-five (25) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in Parts 1,2,3,4 & 5.

Proposer's Total Score **(100 Points Possible)**

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Pasco

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

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

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

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

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

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual **(i.e., by no later than [BID PROTEST DEADLINE] at 5:00 PM (EST))**, 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 proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

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

Dated this 19th day of August, 2025.

Proposer: Getz Outdoor Services LLC
By: Austin Getz
Title: President/Owner

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19 day of August 2025, by AUSTIN Getz, as owner of Getz OUTDOOR Services LLC, who appeared before me this day in person, and who is either personally known to me, or produced FL DL as identification.

SHARON FEIERTAG
Notary Public - State of Florida
Commission # HH 380691
My Comm. Expires Mar 29, 2027
Bonded through National Notary Assn.

NOTARY SEAL

Sharon Feiertag
NOTARY PUBLIC, STATE OF Florida

Name: Sharon Feiertag
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT

1. Proposer: Getz Outdoor Services LLC [Company Name]
☐ A Partnership
☑ A Corporation
☐ A Subsidiary Corporation

2. Parent Company Name: Getz Outdoor Services LLC

3. Parent Company Address:

Street Address 22460 Cherokee Rose Pl.

P.O. Box (if any) _____

City Land O' Lakes State Florida Zip Code 34639

Telephone 801-701-6831 Fax no. _____

1st Contact Name Austin Getz Title Owner / President

2nd Contact Name William Ransom Title Managing Partner

4. Proposer Company Address (if different):

Street Address N/A

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

5. List the location of the office from which the proposer would provide services to Deerbrook CDD.

Street Address 22460 Cherokee Rose Pl.

City Land O' Lakes State Florida Zip Code 34639

Telephone 801-701-6831 Fax No. _____

1st Contract Name Austin Getz Title President

6. Is the Proposer incorporated in the State of Florida? Yes ◉ No ○

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ◉ No ○

  If no, please explain _____

- Date incorporated 11/8/2022 Charter No. L22000478452

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. Florida
- Is the company in good standing with the State? Yes ◉ No ○

  If no, please explain _____

- Date incorporated _____ Charter No. _____
- Is the Proposer's company authorized to do business in the State of Florida?

  Yes ◉ No ○

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes ◉ No ○

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(22) _____ (23) _____ (24) _____

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

General Liability	$ 4,000,000
Automobile Liability	$ 2,000,000
Umbrella Coverage	$ 2,000,000
Workers Compensation	$ 1,000,000
Expiration Date	6/3/2026

10. 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 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 _____

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it?
Yes (○) No (◉) If so, where and why? _____

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?
Yes (○) No (◉) If so, state name of individual, other organization and reason therefore. _____

13. List any and all litigation to which the Proposer, any personnel to work at Deerbrook, any officer and/or employee of the Proposer has been a party in the last five (5) years. N/A

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes (○) No (◉) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof._____

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:

Cypress Creek CDD - Nancy Fauci - 603-770-2911 - $344,000.00

Lakeside Plantation CDD - Harold Myers - 941-423-5500 - $141,728.88

Stress Free Property Management - Chris Mercer - 813-299-1922 - $311,134.00

Bounce Party of Tampa - Michael Howroyd - 813-655-0664 - $185,300.00

Gator Property Management - James Sears - 813-355-6232 - $135,000.00

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

None

17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Austin Getz		President
Name		Position
Supervisor	18 Years	7 Years
Type of Work	Yrs. Exp.	Yrs. With Firm
William Ransom		Irrigation Tech
Name		Position
Supervisor	25 Years	7 Years
Type of Work	Yrs. Exp.	Yrs. With Firm
David Jones		Irrigation Tech
Name		Position
Supervisor	18 Years	7 Years
Type of Work	Yrs. Exp.	Yrs. With Firm
Andrew Virgili		Mechanic
Name		Position
Supervisor	15 Years	7 Years
Type of Work	Yrs. Exp.	Yrs. With Firm

Austin Getz — President / Owner
Name — Position

Landscaping — 18 — 7
Type of Work — Yrs. Exp. — Yrs. With Firm

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Deerbrook CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Deerbrook CDD should consider the Proposer for proposing on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

Getz Outdoor Services LLC
Name of Proposer

By: Austin Getz
Austin Getz President / Owner
[Type Name and Title of Person Signing]

This 19th day of August, 2025.

(Corporate Seal)

Sworn to before me this 19 day of August, 2025

SHARON FEIERTAG
Notary Public - State of Florida
Commission # HH 380691
My Comm. Expires Mar 29, 2027
Bonded through National Notary Assn.
(Seal)

Sharon Feiertag
Notary Public/Expiration Date

OFFICERS

PROPOSER: Getz Outdoor Services LLC DATE: 8/19/2025

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Austin Getz	President	Oversee Business Operations	Land O' Lakes, FL
William Ransom	Managing Partner	Oversee Maintenance Operations	Land O' Lakes, FL
FOR PARENT COMPANY (if applicable)			
N/A			

EXHIBIT "C" - BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISTING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 208,471 **/yr.**

- Storm Cleanup $740/hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) _____
_____
_____
_____

$_____ /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 55 /hr. for employee with hand-held hose

$150 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 4,610.00 /yr.
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Quarterly	24/0/5	24/0/5 1 LB	95	550.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Quarterly	3/1/2	3/1/2 1.5 LB	.25	65.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Quarterly	8/2/12	.15 LB	5.1	15.00 x 34 = 510.00

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$** 1,900 **/yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ _____ /yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Sabal Palm	34	34	5.00 x34=170	680.00

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 750 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$** 13,200 **/yr.**

Freeze Protection (description of ability) _____

_____

_____

_____

_____

$_____/application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 150 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

_____

_____

_____

_____

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

300 yd CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 55.00 /CY
(app. October) $ 70.00 /installation

And

300 yd CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 55.00 /CY
(app. April $ 70.00 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 42,000 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 208,471.00 **/ Initial Term**

FIRST ANNUAL RENEWAL	$ 208,471.00	/yr.
SECOND ANNUAL RENEWAL	$ 208,471.00	/yr.
THIRD ANNUAL RENEWAL	$ 208,471.00	/yr.
FOURTH ANNUAL RENEWAL	$ 208,471.00	/yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

Contractor/Firm Name Getz Outdoor Services LLC

Firm Address 22460 Cherokee Rose Pl

City/State/Zip Land O' Lakes, FL. 34639

Phone Number 813 701 6831 Fax Number _____

Name and Title of Representative Austin Getz President
(Please Print)

Representative's Signature _____

Date 8/19/2025

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this 19th day of August, 2025

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 208,471.00 **/ Second Annual Renewal**

THIRD ANNUAL RENEWAL $ 208,471 /yr.
FOURTH ANNUAL RENEWAL $ 208,471 /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the four possible annual renewal periods.**

Contractor/Firm Name Getz Outdoor Services LLC

Firm Address 22460 Cherokee Rose Pl

City/State/Zip Land O' Lakes FL 34639

Phone Number 813 701 6831 Fax Number

Name and Title of Representative Arthur Getz President
(Please Print)

Representative's Signature

Date 8/19/2025

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 208,471.00 **/ Third Annual Renewal**

FOURTH ANNUAL RENEWAL $ 208,471.00 /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the four possible annual renewal periods.**

Contractor/Firm Name Getz Outdoor Services LLC

Firm Address 22460 Cherokee Rose Pl

City/State/Zip Land O' Lakes, FL. 34639

Phone Number 813 701 6831 Fax Number

Name and Title of Representative Austin Getz President
(Please Print)

Representative's Signature

Date 8/19/2025

GRAND TOTAL (PARTS 1, 2, 3 & 4- This is what contract will be written for)

$ 205,471.00 **/ Fourth Annual Renewal**

Contractor/Firm Name Getz Outdoor Services LLC

Firm Address 22460 Cherokee Rose Pl

City/State/Zip Land O' Lakes, FL. 34639

Phone Number 813 7016831 Fax Number

Name and Title of Representative Austin Getz President
(Please Print)

Representative's Signature

Date 8/19/2025

COST BREAKOUT FOR GENERAL LANDSCAPE MAINTENANCE

General Landscape Maintenance

Mowing, hard edging, blowing off hard surfaces: $ _____ / event

Pond bank mowing, including line-trimming to water's edge: $ _____ / event

Bed detailing, including weeding, soft edging, shrub pruning, delineation and dead-wooding, dead-heading of annuals, trash and landscape litter removal: $ _____ / event

Tree Lifting: $ _____ / event

Palm Pruning, including seed pods, old flower stalks, and inflorescence, vines & volunteers: $ _____ / event

LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	$_____Hour
B.	Bush-Hog w/operator	$_____Hour
C.	Tractor w/operator	$_____Hour
D.	Supervisor with Transportation	$_____Hour
E.	Laborer with hand equipment	$_____Hour
F.	Truck w/driver	$_____Hour
G.	Irrigation Tech	$_____Hour
H.	Granular Pesticide Applicator	
	Person with Drop Spreader	$_____Hour
I.	Liquid Pesticide Applicator	
	Person with Spray Truck	$_____Hour
J.	Granular Fertilizer Applicator	
	Person with Drop Applicator	$_____Hour
K.	Liquid Fertilizer Applicator	
	Person with Spray Truck	$_____Hour
L.	Granular Weed Control Applicator	
	Person with Drop Applicator	$_____Hour
M.	Liquid Weed Control Applicator	
	Person with Spray Truck	$_____Hour
N.	Laborer for Additional Trash Pick-Up	$_____Hour
O.	Lump Sum Mowing ([1]), entire community	$_____Per Mow

[1] Mowing shall include mowing, edging, weed eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

8 man Crews $ 750 per Hour

_____ $_____ per Hour

_____ $_____ per Hour

B. Debris removal equipment unit costs:

_____ $_____ per Hour

_____ $_____ per Hour

_____ $_____ per Hour

C. Other emergency/disaster related unit costs:

_____ $_____ per Hour

_____ $_____ per Hour

_____ $_____ per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

LEGAL AUTHORITY FOR SIGNATURE

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of:
Getz Outdoor Services LLC ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through V) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 19th day of August, 2025.

Proposer: Austin Getz / Getz Outdoor Services LLC
By: Austin Getz
Title: President

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ✓ physical presence or__online notarization, this 19 day of August, 2025, by Austin Getz, as owner of , on its behalf. He/She [_____] is personally known to me or [✓] produced FL DL as identification.

SHARON FEIERTAG
Notary Public - State of Florida
Commission # HH 380691
My Comm. Expires Mar 29, 2027
Bonded through National Notary Assn.

Sharon Feiertag
Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification FL DL

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Deerbrook Community Development District.

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Owner for Cee's Outdoors Services, LLC ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.

3. Proposer's business address is 22460 Cherokee Rose Pl Land O' Lakes, FL. 34639

4. Proposer's Federal Employer Identification Number (FEIN) is 92-0960231

   (If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or,

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

(☑)Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

(☑) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

(☑) There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

(☑) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

(☑) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 19th day of August, 2025.

Proposer: Getz Outdoor Services LLC
By: Austin Getz
Title: President

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of X physical presence or ___online notarization, this 19 day of August, 2025, by AUSTIN GETZ, as owner of, ___ GETZ OUTDOOR SERV on its behalf. He/She [___] is personally known to me or [X] produced FL DL as identification.

Sharon Feiertag
Notary Public, State of Florida

SHARON FEIERTAG
Notary Public - State of Florida
Commission # HH 380691
My Comm. Expires Mar 29, 2027
Bonded through National Notary Assn.

Personally Known
OR Produced Identification
Type of Identification FL DL

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this 19th day of August, 2025.

Proposer: Getz Outdoor Services LLC

By: Austin Getz

Title: President

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of X physical presence or__ online notarization, this 19 day of August, 2025, by AUSTIN GEITZ, as OWNER of , on its behalf. He/She [_____] is personally known to me or [X] produced FL DL as identification.

Sharon Feiertag
Notary Public, State of Florida

SHARON FEIERTAG
Notary Public - State of Florida
Commission # HH 380691
My Comm. Expires Mar 29, 2027
Bonded through National Notary Assn.

Personally Known
OR Produced Identification
Type of Identification FL DL

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into to be effective as of the full execution of this Agreement:

> **Deerbrook Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida, and having offices at c/o 3434 Colwell Ave, Suite 200, Tampa, Florida 33614 ("**District**"); and
>
> Ashlin Cole, a Cole Outdoor Services, LLC whose address is 22460 Cherokee Rose Pl Ft 33639 ("**Contractor**," and collectively with the District, "**Parties**").

RECITALS

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

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

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

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 are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** ("**Work**"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. 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. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services

comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C.** 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.

In the event that time is lost due to heavy rains ("**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 with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives 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. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates _____, District Manager, to act as the District Representatives. The Contractor shall <u>not</u> take direction from anyone other than the District Representatives (e.g., the Contractor shall <u>not</u> take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is

specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars ($100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

a. Work under this Agreement shall begin upon execution of this Agreement and end September 30, 2025 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement shall annually renew with the same terms set forth herein, in the District's sole discretion.

b. As compensation for the Work, the District agrees to pay Contractor $208,471.00 ([redacted]) per year, in monthly amounts of _____ ($17,372.59). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form – Part IV – Pricing ("**Contract Amount**"). Additionally, for the services specified in Part 5 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th)

day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
   i. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than $100,000.00 per employee per accident, $500,000.00 disease aggregate, and $100,000.00 per employee per disease.
   ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $2,000,000.00 per occurrence, $2,000,000.00 aggregate covering all work performed under this Contract.
   iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $2,000,000.00 combined single limit covering all work performed under this Contract.
   iv. UMBRELLA LIABILITY: With limits of not less than $2,000,000.00 per occurrence covering all work performed under this Contract.

b. Each insurance policy required by this Contract shall:

i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
iii. Be written to reflect that the aggregate limit will apply on a per claim basis.

c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
i. 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.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of

liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. 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 this Agreement or any separate work authorization issued hereunder, 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, permits and approvals (including any permits and approvals relating to water rights), 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.

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

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

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

16. **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 for breach of this Agreement, 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.

17. **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.

18. **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.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, 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.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **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.*

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

24. **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.

25. **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.

26. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

27. **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, paralegal fees and costs for trial, mediation, or appellate proceedings.

28. **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.

29. **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.

30. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. **If to the District:** Deerbrook Community Development District
3434 Colwell Ave, Suite 200
Tampa, FL 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301
Attn: District Counsel

B. **If to Contractor:** Getz Outdoor Services LLC
22460 Cherokee Rose Pl
Land O Lakes, FL 34639
Attn: Austin Getz

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 parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

31. **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.

32. **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 legal actions regarding this Agreement shall be Pasco County, Florida.

33. **PUBLIC RECORDS.** The 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 Rizzetta & Company Inc. ("**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 (813)933-5571, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVE, SUITE 200, TAMPA, FLORIDA 33614.

34. **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.

35. **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, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

36. **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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT

Getz Outdoor Services LLC
By: Austin Getz
Its: President

Date: 8/14/2025

_____

_____
By: _____
Its: _____

Date: _____

Exhibit A: **Scope of Services**
Exhibit B: **Proposal Pricing (Part IV of Proposal Form)**
Exhibit C: **Other Forms**
Exhibit D: **Maintenance Map**

EXHIBIT "A" - SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week
NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 services (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be **immediately** re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of Deerbrook CDD's Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing/herbicide applications, etc. Weekend work is permitted when necessary upon prior approval. Any lawn that dies or becomes weak or unsightly (including heavy weed infestation, excessive insect or disease damage, etc.) shall be replaced at the sole cost of the Contractor. This excludes damage from water restrictions (only if automatic irrigation is completely and legally banned by the State and/or local authorities). At all times, Contractor must maintain the perimeters of all natural areas so the growth does not overtake the turf in open lawns, pond banks, tracts between the edges of the wetland and sidewalks, trails or roadways. Contractor is expected to regularly cut this material back and dispose of off-site on an as-needed basis. Contractors will be expected to maintain these tree lines in this trimmed condition throughout the duration of the contract.

1A) POND MOWING – All pond banks identified as such (green) on the overall Deerbrook Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water's edge or sod line (if water is not

present). Line trimming at water's edge and line trimming of all drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. As mentioned earlier, The DISTRICT requires mowers to be equipped with a mulching-type deck with mulch flap in the closed position, specifically around pond banks. If circumstances do not allow this, mowers must blow all clippings away from pond banks, but not into any residential lawns. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) **EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) shall be edged and/or line trimmed every week and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property**.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (i.e., MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, BOARDWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE ENTIRE PROPERTY (OR DESIGNATED SECTIONS) MUST BE MOWED, EDGED, LINE-TRIMMED AND ALL DEBRIS BLOWN OFF ALL PAVEMENT IN THE SAME DAY. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars.

(This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs over sidewalks/turf areas (10') in and outside of ROW's and roads (15'), respectively. This may depend on location and species of tree and shall vary according to DOT specs. All moss hanging from trees (including ball moss) shall be removed up to a height of 15' from all CDD-maintained trees on an as-needed basis. During the dormant season, ALL Crape Myrtles shall have ALL mosses removed up to a height of 15'. During this time, all Crape Myrtles less than 15' in height must be pruned. This includes the removal of all seed pods. Crape Myrtles are not to be "hat racked" at any time. Pencil to thumb pruning is the preferred method of Crape Myrtle pruning and shall be performed after threat of frost has passed but before new growth flushes. Any initial removal of all Spanish and Ball Mosses shall be included in the proposals and completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Deerbrook. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants sheared into rounded balls or unnatural shapes will not be allowed. In fact, shearing should be incorporated on a limited basis to not spread fungus and other disease. Selective pruning is the preferred method of shaping. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place and disposed of off-site. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, another solution will need to be proposed and executed.

Palms: **All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times.** This includes only the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning of palms shall never raise the canopy above the three o'clock – nine o'clock horizontal. Contractor will not be asked to trim a singular palm on the property but will be required to trim palms once a significant quantity of palms have a petticoat of dead fronds. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Flower/Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall utilize sterilized pruning equipment (preferably having a minimum of two sets of pruning tools to allow sterilization of previously used equipment between palms). Contractor shall

pay careful attention when pruning Medjool, Sylvester, Reclinata, Canary & Washington Palms. Palms on pool decks (and all other plant material, in general, on pool decks) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times.

4) **WEEDS AND GRASSES** – All shrub & groundcover beds as well as all turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre- & post-emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, FENCES, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The CONTRACTOR shall be responsible for the replacement of turf and ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) **MAINTENANCE OF PAVED AREAS** – All paved areas, including curb and gutter along roadways shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curb line or sidewalk expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) **CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as

these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) **REPLACEMENT OF PLANT MATERIAL** – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance or for the duration of the Contractor's contract, whichever is greater.

Reporting

Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule for the upcoming month. The Contractor shall also report on any deficiencies or items needing attention relating to disease and insects or other afflictions. Contractor shall prescribe the treatment plan he is to follow to remedy such afflictions.

PART 2

FERTILIZATION

Contractor shall abide by all requirements in Ordinance No. 14-16 regarding the application of fertilizer within Pasco County.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF PASCO COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of a line running east-west from coast to coast through Ocala and north of a line between Tampa & Vero Beach.)

All Bahia Sod:

March	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for warm- season weeds
April	A second application of PreM formulated for Bahia turf for warm-season weeds
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF) + PreM
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
October	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for cool-season weeds

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF + PreM
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	A complete fertilizer based on soil tests + PreM

The contractor shall submit a fertilizer label to Landscape Specialist for approval prior to application. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It

shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8-2-12+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, May, October & late November). The "2" should be reduced to "0" if a soil test indicates there is not a deficiency of Phosphorus in the soil. 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

The District requires that all fertilizer applied to all palms on the CDD property be 8-2-12+4Mg. The fertilizer label shall reflect that 100% of the N, K, Mg, and B sources be in slow-release or controlled-

release form and all the Mn, Fe Zn & Cu sources be water soluble (generally these will be sulfates, except for Fe, which can be chelated with EDTA or DTPA). No source of N, K, Mg or B should be water-soluble. This will be considered an unacceptable fertilizer. The information below reflects the most effective sources for the seven critical elements in Florida landscape palm fertilizers:

Element Recommended Sources:*

N - Sulfur-coated urea, resin (or polymer)-coated urea or ammonium salts, urea-formaldehyde
P - Superphosphate, triple superphosphate, coated diammonium phosphate
K - Sulfur-coated potassium sulfate (may have additional polymer coating)
Mg - Kieserite (magnesium sulfate monohydrate) granules
Mn - Manganese sulfate
Fe - Iron sulfate, FeEDTA and/or FeDTPA
B - Granubor® (sodium borate)

*Based on data from Broschat (1991, 1996, 1997, 2008) and Broschat and Elliott (2005)Archival copy: for current recommendations see http://edis.ifas.ufl.edu or your local extension office.

This item will not be included in the contract amount and fertilizer shall not be billed equally on a monthly basis but invoiced the month after application. Contractor is required to provide proposals for each application and proceed once District approval has been executed.

CONTRACTOR shall provide the DISTRICT with PALM fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity prior to purchase. This is to allow time to verify nutrient sources for the macro and micronutrients ensuring they are in slow-release or water-soluble forms. Payment will not be made until the correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the CDD's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Lethal Bronzing. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.
For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all green areas designated as "CDD Maintained – with irrigation unless otherwise noted" on the Maintenance Exhibit. Do NOT include roadway medians in this price nor lake banks, trails or between ponds and conservation areas. It is limited to those landscaped areas under automated irrigation.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems.

A. Irrigation Controllers
   1. Semi-automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

C. Irrigation Systems
   1. Manual test and inspection of each irrigation zone
   2. Clean and raise heads as necessary
   3. Adjust arc pattern and distance for required coverage areas
   4. Clean out irrigation valve boxes

D. Report
   1. Irrigation operation time
   2. Irrigation start time
   3. Maintenance items performed
   4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned, and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such

repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management, or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion,

After the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads (includes spray heads), nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Lee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

PART 5
INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds & tree rings) with Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches **after compaction**.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner. Labor for trenching shall be included in the unit cost of the mulch.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard/bale and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.

[END OF SECTION

]

EXHIBIT B
Landscape Maintenance Map

(under separate cover)

EXHIBIT D

Form of Work Authorization

WORK AUTHORIZATION FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the "Work Authorization"), dated August 19th, 2025 authorizes certain work in accordance with that certain *Agreement for Landscape Maintenance Services* (the "Agreement"), dated August 19th, 2025, by and between:

Deerbrook Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Pasco County, Florida, whose mailing address is 3434 Colwell Avenue, Ste. 200, Tampa, FL 33614 (the "District"); and

Getz Outdoor Services, LLC a Commercial landscape Contractor whose address is 22460 Cherokee Rose Pl Lutz, FL 33639 (the "Contractor").

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide additional landscape, irrigation and pond maintenance services and/or wetland monitoring and maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "Additional Services").

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement. [SPECIFY WHETHER ONE TIME CHARGE OR INCREASES COMPENSATION LINE ITEM IN ORIGINAL AGREEMENT AND, IF SO, REFLECT AMENDMENT TO THAT PROVISION].

SECTION 3. GOVERNING LANGUAGE. This Work Authorization, together with the Agreement, represents the entire understanding between the District and the Contractor with regard to the referenced Work Authorization. Except for the warranties provided to the District, none of the provisions of Exhibit A shall apply to this Work Authorization and Exhibit A shall not be incorporated herein, except that Exhibit A is applicable to the extent that it describes the scope of services for the labor and materials to be provided under this Work Authorization.

SECTION 4. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT

_____
Signature of Secretary

_____
Signature of Chairperson, Board of Supervisors

_____

_____
Signature of Witness

By:_____

Its: _____

Exhibit A: Proposal/Scope of Additional Services

EXHIBIT E

Other Forms

DAILY WORK JOURNAL

DATE:_____

DESCRIPTION OF WORK PERFORMED TODAY:_____

LOCATIONS:_____

ISSUES REQUIRING ATTENTION: ***(Please notify District Rep. if any)***

DEERBROOK CDD

PEST MANAGEMENT REPORT

DATE:_____

SYMPTOMS:_____

_____

_____

LOCATION: _____

_____

_____

PROBABLE CAUSE OF DAMAGE: _____

_____

_____

_____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

_____

_____

_____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

DEERBROOK REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)



WE INVITE YOU TO

DISCOVER THE DIFFERENCE

Request for Proposal:

Deerbrook CDD

Contact: Shannon Dyer
Shannon@pinelakellc.com
(656) 224-9119

12980 TARPON SPRINGS RD.
ODESSA, FL 33556
813.948.4736

August 19th, 2025

Dear Deerbrook CDD Board of Directors,

Pine Lake Services appreciates the opportunity to submit our qualifications for the **Landscape Maintenance Services at Deerbrook CDD.** Pine Lake is a **certified minority business** since **1998**, providing professional experience in **growing, installation, irrigation, and maintenance services**.

Pine Lake Services will provide Deerbrook CDD with a fully-staffed crew each week, along with separate pest control technicians, and separate ancillary crews as needed. Once awarded we will provide you a single point of contact to guarantee ease of communication between yourself and PLS.

We Care About the Details

Our mission is to focus on developing outstanding relationships and providing quality goods and services. We pride ourselves for being on time, safe, and within budget! As our company grows, we never want you to forget that our key management and owners are only a phone call away.

Customer Satisfaction Guaranteed

Your satisfaction is our priority, and we strive to provide a service we are proud of. We start every project by providing a thorough consultation to understand your goals and the needs of the project. We do this to guarantee that the project is completed according to your preferences.

Management Team with 150 Years Combined Experience

Deerbrook CDD will be fully staffed with experienced personnel. Our management team has a combined 150 years of experience in landscape installation and maintenance, meaning we can tackle any issues that may arise over the course of the Landscape Maintenance Service contract.

12980 TARPON SPRINGS RD.
ODESSA, FL 33556
813.948.4736

Thank you for taking the time to review our qualifications and considering Pine Lake Services to maintain the landscape for Deerbrook CDD. Please contact Shannon at 656-224-9119 or Shannon@pinelakellc.com with any questions you may have.

We look forward to exceeding your expectations. Come ***Discover the Difference*** with Pine Lake!

Regards,
JOHN AMAROSA, COO

PINE LAKE SERVICES

Overview

Pine Lake Services (PLS) is trained in Green Industries Best Management Practices to create visually appealing and environmentally safe communities.

Our team members are certified in "Florida Green Industries Best Management Practices for Protection of Water Resources in Florida" by UF/IFAS Extension and are well-versed in Florida Friendly maintenance practices.

Operational Philosophy & Approach

Our integrated approach to landscaping emphasizes nine interrelated principles:

- Right Plant, Right Place
- Water Efficiently
- Fertilize Appropriately
- Mulch
- Attract Desirable Wildlife
- Manage Yard Pests Responsibly
- Recycle Yard Waste
- Reduce Stormwater Runoff
- Protect the Waterfront

PLS will provide a reliable, well-trained crew for maintenance and detail services, including bed weed control. The team will follow a structured plan using an annual calendar, weekly Gantt charts, and detailed maps for tasks such as maintaining neighborhood entry medians.

A trained team leader will oversee daily operations and serve as the main contact with Deerbrook CDD. The team will also have support from experienced landscape professionals across the Tampa Bay area.

The Deerbrook team will have all the necessary equipment to ensure safety and efficiency. Additional services, such as irrigation inspections, turf care, palm pruning, and mulching, can be provided, with extra crews and technicians available when needed.



PINE LAKE SERVICES

Geographic Location

The office of Pine Lake Services that would service your property is located at 12980 Tarpon Springs Rd Odessa, FL 33556. We are approximately 35 minutes away.

Ability to Manage the Project

Pine Lake Services (PLS) ensures successful project management through:

- Ongoing Training: We prioritize continuous learning to improve team performance, reduce errors, and minimize inefficiencies. Our training platform, Greenius, keeps our employees up to date.
- Regular Site Visits: Frequent visits to the job site allow us to maintain clear communication with Deerbrook CDD property management/board to ensure expectations are met. Our best practices include crew check-ins, property assessments, client updates, and job enhancements.
- Organized Approach: PLS will use detailed production maps, schedules, and Gantt charts to ensure the entire team is aligned and informed about the property's scope and goals, beyond just the Foreman.

Evaluation of Existing Workload

Pine Lake Services current workload will not inhibit our ability to work at Deerbrook CDD. We have the ability to meet and exceed your expectations.

Our Account Management team is currently managing properties within the Tampa Bay area. A dedicated manager will be available for the entirety of Deerbrook CDD Landscape Maintenance and Irrigation Management contract. This person will always your one stop point of contact available for daily communication and any emergencies that may arise.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Courtney Gossen
Sterling Seacrest Pritchard, Inc. 3111 W Dr Martin Luther King Jr Blvd Suite 350 Tampa FL 33607 License#:70726	PHONE (A/C, No, Ext): 813-498-1189 FAX (A/C, No): E-MAIL ADDRESS: cgossen@sspins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Pine Lake Services, LLC 12980 Tarpon Springs Rd Odessa FL 33556 PINELAK-01	INSURER A : BerkshireHathawaySpecialtyInsuranceCompany	22276
	INSURER B : FFVA Mutual	
	INSURER C : XLSpecialtyInsuranceCo	37885
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 475962211 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO JECT LOC OTHER:			47-GLO-332639-03	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Project Agg	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY			47-CAO-332641-03	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLALIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			47-UMO-332642-03	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 5,000,000
B	WORKERSCOMPENSATION AND EMPLOYERS'LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC840-0812515-2025A	7/1/2025	7/1/2026	X PER OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Inland Marine			UM00169661MA24A	12/15/2024	7/1/2026	Scheduled Limit Rented/Leased	$615,652 $200,000

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

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as Additional Insureds with respect to the General Liability, including ongoing and completed operations, Auto Liability, and Umbrella Liability as afforded by the policy and/or endorsements. When required by written contract, a Waiver of Subrogation is granted with respect to the General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies.

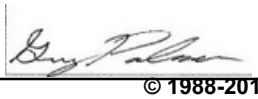
CERTIFICATE HOLDER

For Information Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pine Lake Services, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12980 Tarpon Springs Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Odessa, FL 33556

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
2 7 – 3 3 6 0 1 5 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10-2-2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

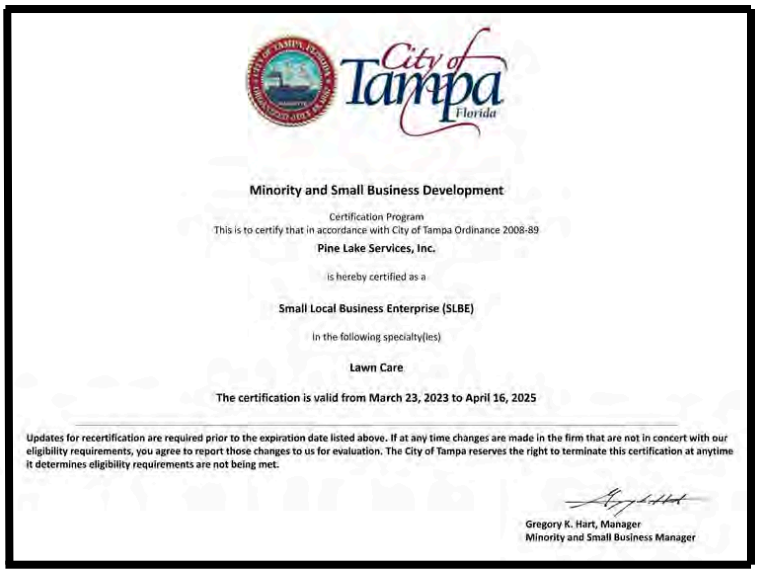
- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Licenses & Certifications

Minority Certificate



City of Tampa Florida

Minority and Small Business Development

Certification Program
This is to certify that in accordance with City of Tampa Ordinance 2008-89
Pine Lake Services, Inc.
is hereby certified as a
Small Local Business Enterprise (SLBE)
in the following specialty(ies)
Lawn Care
The certification is valid from March 23, 2023 to April 16, 2025

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart, Manager
Minority and Small Business Manager

Minority Business Enterprise



City of Tampa Florida

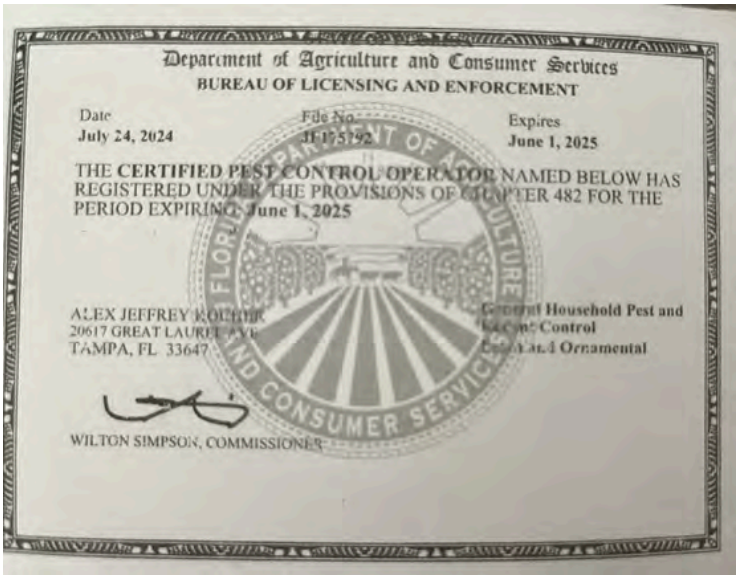
Minority and Small Business Development

Certification Program
This is to certify that in accordance with City of Tampa Ordinance 2008-89
Pine Lake Services, Inc.
is hereby certified as a
Minority Business Enterprise (MBE)
in the following specialty(ies)
Lawn Care
The certification is valid from March 23, 2023 to April 16, 2025

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart, Manager
Minority and Small Business Manager

Certified Pest Control Operator



Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
July 24, 2024

Fee No.
JF175792

Expires
June 1, 2025

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2025

ALEX JEFFREY KOLLER
20617 GREAT LAUREL AVE
TAMPA, FL 33647

General Household Pest and Termite Control
Limited Ornamental

WILTON SIMPSON, COMMISSIONER

Small Local Business Enterprise



City of Tampa Florida

Minority and Small Business Development

Certification Program
This is to certify that in accordance with City of Tampa Ordinance 2008-89
Pine Lake Services, Inc.
is hereby certified as a
Small Local Business Enterprise (SLBE)
in the following specialty(ies)
Lawn Care
The certification is valid from March 23, 2023 to April 16, 2025

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart, Manager
Minority and Small Business Manager

Small Business Enterprise Certification



PORT TAMPA BAY

Small Business Enterprise Certification

Pine Lake Services, Inc.
Federal ID #:27-3360158

Services Provided: Landscaping & Lawn Maintenance

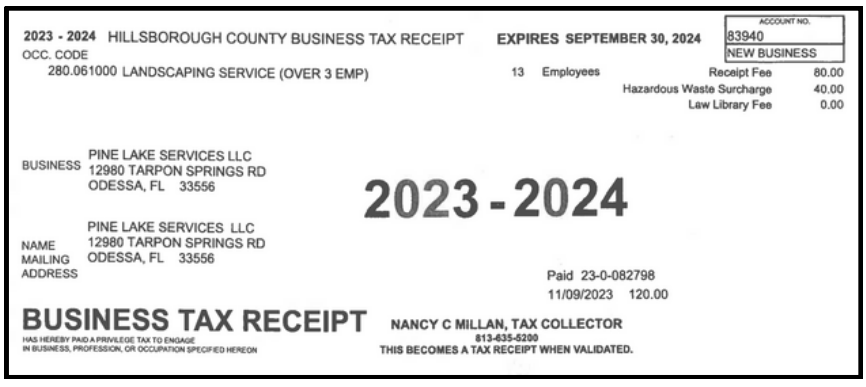
Valid from 11/01/2023 to 10/31/2024

Donna L. Casey
SBE & Contracts Manager

Please note this certificate is valid only with Port Tampa Bay.
It is not reciprocal with the City of Tampa or Hillsborough County and may not be reciprocal with any other local governmental agency.

Member since 2012

Business Tax Receipt



2023 - 2024 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2024**

ACCOUNT NO. 83940
NEW BUSINESS

OCC. CODE
280.061000 LANDSCAPING SERVICE (OVER 3 EMP)

13 Employees

Receipt Fee 80.00
Hazardous Waste Surcharge 40.00
Law Library Fee 0.00

BUSINESS PINE LAKE SERVICES LLC
12980 TARPON SPRINGS RD
ODESSA, FL 33556

2023 - 2024

NAME PINE LAKE SERVICES LLC
MAILING 12980 TARPON SPRINGS RD
ADDRESS ODESSA, FL 33556

Paid 23-0-082798
11/09/2023 120.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

Staffing Approach - Key Personnel & Staffing Levels

PLS will ensure the Deerbrook CDD team is fully staffed at all times. Our management team has a combined 150 years of landscape and irrigation maintenance experience, giving us the capability to handle unique situations that may arise.

The following pages include the PLS organizational chart and resumes for the supervisory PLS staff. The resumes highlight relevant and similar property experience.

Proposed Staffing Levels:

Pine Lake Services will staff Belmond Reserve CDD with the following:

A 6 person crew one time per week in season that will include a Foreman, Lead man and crew. The crew will perform all duties required by the association each week. In addition, there will be a production manager assigned to this property to visit and assist the crew each week.

2 person irrigation crew performing a complete monthly wet check inspection and repairs.

2 person horticulture team to perform monthly applications, inspections and spot treatments.

Enhancement Teams can be dispatched to perform installs of flowers and mulch or small projects.

A dedicated Account Manager who will be your single point of contact for all of your needs and concerns.

Emergency Numbers:

Should an emergency arise during Pine Lake's time contracted with Deerbrook CDD, the management team is always available.

John Amarosa, COO (727) 243-2852
Terry McLane, General Manager (727) 423-7664
Epi Carvajal, Operations Manager (813) 528-5039
Brandon Pitchon, Account Manager (813) 230-6546

Executive Leadership



Deerbrook CDD Staffing



Maintenance Manager
- Brandon Pitchon — Account Manager
- Epi Carvajal — Operations Manager

Dedicated Staff
- Experienced Foreman
- Mowing & Detail Crews

Ancillary Teams
- Tree Care Teams
- Fertilizer & Pest Control Technician
- Enhancement Teams



JOHN AMAROSA

COO

30
YEARS EXPERIENCE

EDUCATION

University of South Florida B.A. Criminology

Associations

Vice President *of FNGLA*
BOMA
BMI
CAI

CERTIFICATIONS

State of Florida CPCO
GI-BMP Certified in Florida
BMP Certified in Pinellas & Manatee
OSHA 30
UF Palm School Graduate
State of Florida Aquatics Management Certified

DUTIES & RESPONSIBILITIES

Mr. Amarosa organizes and implements company objectives on a day to day basis. He ensures quality, production and safety for the organization. John will ensure client satisfaction while working with the executive leadership team.

PROJECT EXPERIENCE

- *Oversaw landscape operations on the following properties:*
- *City of Tampa Parks*
- *Long Leaf CDD*
- *Concord Station CDD*
- *Oakstead CDD*
- *Highlands CDD*
- *Highland Park CDD*
- *Sterling Hill CDD*
- *Forest Brooke CDD*
- *Waterchase CDD*
- *Lakewood Ranch CDD 1, 2, 3, 5 and 6*
- *South Fork 3 CDD*
- *Carlton Lakes CDD*
- *The Groves CDD*
- *RIverbend West CDD*
- *Harrison Ranch CDD*
- *KBAR Ranch II CDD*

Plus a multitude of extremely large HOA's and High Profile Sites including:

- *Innisbrook Resort*
- *Several Esplanade properties with Taylor Morrison*
- *Several Del Web by Pulte Properties*
- *All BayCare Hospital Facilities*
- *All Moffitt Cancer Center Campuses*
- *Several HCA Hospitals*
- *Encore at Fishhawk*
- *Kings Point HOA*
- *Trinity HOA*
- *Champions Club HOA*
- *Cobb's Landing HOA*
- *East Lake Woodlands HOA*
- *Villa Rosa HOA*
- *Connerton HOA*
- *Wellington HOA*
- *Saddlebrook HOA*
- *HCA Hospitals*

Deerbrook CDD



TERRY MCLANE

General Manager

32
YEARS EXPERIENCE

EDUCATION

Tampa Bay Area Graduate

CERTIFICATIONS

State Of Florida Pest Control
GI-BMP Certified in Florida
OSHA 30

DUTIES & RESPONSIBILITIES

Mr. McLane organizes and implements company objectives on a day to day basis. He ensures quality, production and safety for the organization. Terry will ensure client satisfaction while working with the Operational Leadership team.

PROJECT EXPERIENCE

Oversaw landscape operations on the following properties:

- *Concord Station CDD*
- *Oakstead CDD*
- *Highlands CDD*
- *Highland Park CDD*
- *Sterling Hill CDD*
- *Waterchase CDD*
- *Carlton Lakes CDD*
- *The Groves CDD*
- *Asturia CDD*
- *Bexley Ranch CDD*
- *Connerton West CDD*
- *Riverbend West CDD*
- *KBAR Ranch II CDD*
- *Tampa Bay Golf & Country Club*

Plus a multitude of extremely large HOA's and High Profile Sites including:

- *Innisbrook Resort*
- *Several Esplanade properties with Taylor Morrison*
- *Several Del Web by Pulte Properties*
- *Several BayCare Hospital Facilities*
- *All Moffitt Cancer Center Campuses*
- *Saddlebrook HOA*
- *Trinity HOA*
- *Champions Club HOA*
- *Tampa Bay Golf and Country Club*
- *Villa Rosa HOA*
- *Wellington HOA*
- *Cheval HOA*
- *Epperson Ranch HOA and Lagoon*
- *Estancia HOA*
- *East Lake Woodlands HOA*

Deerbrook CDD



EPI CARVAJAL

Operations Manager

27
YEARS EXPERIENCE

Certifications BMP Certified Trainer
CPR Certified Trainer

DUTIES & RESPONSIBILITIES

Epi will be the Operations Manager for the CDD. He will prepare the work week for the crews and oversee that all performances that are completed for that week. He will be assist the Account Manager as the point of contact for daily activities. Epi has managed many large scale properties and portfolios in his and past with great success. Epi is well versed in CDD management and care and will communicate via our Account Manager any and all needs to be addressed or improved on.

PROJECT EXPERIENCE

- *Connerton CDD*
- *Riverbend West CDD*
- *KBAR Ranch II CDD*
- *Belleview HOA/POA*
- *Franklin Street Management Portfolio*
- *The Groves CDD & HOA*
- *Oakstead CDD*
- *Saddlebrook Resort*
- *Summer Tree HOA*
- *Tampa Bay Golf & Country Club*



ALEX KOCHER

Horticulture Manager

19

YEARS EXPERIENCE

EDUCATION
Auburn University - Landscape Horticulture

CERTIFICATIONS

Certified Pest Control Operator
General household **Pest - Termite**
GI BMP Certified

DUTIES & RESPONSIBILITIES

Alex is a State of Florida Certified Pest Control Operator and serves as the authority for Pine Lake in all things horticulture. His skills are not limited to the following but a few highlights included:

- warm-season turf grass nutritional requirements
- turf grass disease identification including curative and preventative cultural/chemical treatments turf grass insect
- identification including curative and preventative cultural/chemical treatments
- turf grass weed identification including curative and preventative cultural/chemical treatments
- palm tree nutritional requirements as well as insect and disease issues within the State
- hard wood tree nutritional requirements as well as insect and disease issues within the State
- ornamental shrub and groundcover nutritional requirements ornamental shrub and groundcover insect and disease curative and preventative cultural/chemical treatments

PROJECT EXPERIENCE

- *Moffitt Cancer Center Campuses*
- *City of Tampa Parks and Recreation Sites*
- *BayCare Facilities throughout Tampa*
- *Bay Perry Harvey Park*
- *Carlton Lakes CDD*
- *Riverbend West CDD*

Deerbrook CDD

DISCOVER THE DIFFERENCE



Brandon Pitchon

Account Manager

20
YEARS EXPERIENCE

EDUCATION
GI-BMP Certified
FNGLA Certified
Horticulturist

DUTIES & RESPONSIBILITIES

Brandon Pitchon was born and raised in Clearwater, Florida, where he developed a passion for the outdoors and an early interest in landscaping. He began his journey in the green industry in 2005, starting from the ground level and working his way up through hands-on experience and continued education.

Over the years, Brandon has gained a deep understanding of landscape management, horticulture, and property maintenance. He is a Florida Nursery, Growers and Landscape Association (FNGLA) Certified Horticulturist and holds a GI-BMP certification, demonstrating his commitment to industry best practices and environmentally responsible landscape care.

With two decades of field experience, Brandon has become skilled in developing and managing landscape standards, creating sustainable maintenance plans, and building budgets that ensure the efficient operation of both residential communities and commercial properties. His practical knowledge, coupled with his certification-backed expertise, has made him a trusted professional in the Florida green industry.

PROJECT EXPERIENCE

- *Cheval East CDD*
- *Cheval West CDD*
- *Westshore Yacht Club*
- *Westshore Marina District*
- *Point Alexis HOA*
- *Calusa Trace CDD*
- *Tampa General Hospital*

Deerbrook CDD

PINE LAKE SERVICES

Experience

Pine Lake Services (PLS) prioritizes consistent and effective communication with Board Supervisors and Property Managers across all the communities we maintain and inspect.

Our strong track record of positive, long-term relationships with property management firms is reflected in the numerous references and letters of recommendation we've received. At PLS, we take pride in fostering these lasting partnerships and providing thorough, regular inspections to ensure each property continues to meet the unique needs of our clients.

Additionally, we've included images of the current properties we maintain, showcasing our commitment to both landscape care and property aesthetics. We go beyond routine maintenance by offering innovative ideas to enhance the overall appearance and value of each property. With approval from Deerbrook CDD management, we also have the flexibility to introduce updates and improvements to the CDD, ensuring the space evolves in alignment with the community's goals.

CDD Experience

PLS has experience with Landscape Installation & Maintenance at Carlton Lakes, Riverbend West, Waterleaf, Cypress Creek, Triple Creek, Tara CDD, Cornergate, Southshore Bay, KBAR Ranch II, Lakeside CDD, Mira Lago CDD, Bull Frog Creek CDD and many more in the greater Tampa Bay area.







References

Riverbend West- Inframark- Ongoing began 10/1/2022



Dollar Amount: $255,000
Point of Contact: *Kristee Cole*
Phone Number: 813 382 7355
Address: 2005 Pan Am Cir Ste 300, Tampa, FL 33607

Scope of Work: PLS is responsible for the Landscape Maintenance and Irrigation System Management at Riverbend West. The scope is similar to Deerbrook CDD including Turf and Pond Maintenance, Shrub and Ground Maintenance, Tree Maintenance, Seasonal Color/Perennial Maintenance and Installation, Mulching for Tree and Shrub Bed Areas, General Site Maintenance (Trash, Weed Control and Debris Disposal), Leaf Removal, Natural Area Maintenance, Plant Material Disposal and Irrigation Management.

Carlton Lakes Community-Inframark- Ongoing began 7/1/2021

Dollar Amount: $585,000
Point of Contact: *Jennifer Goldyn*
Phone Number: 813.873.7300
Address: 2005 Pan Am Cir Ste 300, Tampa, FL 33607

Scope of Work: PLS is responsible for the Landscape Maintenance and Irrigation System Management at Carlton Lakes. The scope is similar to Deerbrook CDD including Turf and Pond Maintenance, Shrub and Ground Maintenance, Tree Maintenance, Seasonal Color/Perennial Maintenance and Installation, Mulching for Tree and Shrub Bed Areas, General Site Maintenance (Trash, Weed Control and Debris Disposal), Leaf Removal, Natural Area Maintenance, Plant Material Disposal and Irrigation Management.

Lakeside Community- Rizzetta- Ongoing began 8/1/2023



Dollar Amount: $528,000
Point of Contact: *Jason Liggett*
Phone Number: 813.994.1001
Address: 5844 Old Pasco Rd Ste 100 Wesley Chapel

Scope of Work: PLS is responsible for the Landscape Maintenance at Lakeside CDD. The scope is similar to Belmond Reserve CDD including Turf and pond Maintenance, Shrub and Ground Maintenance, Tree Maintenance, Seasonal Color/Perennial Maintenance and Installation, Mulching for Tree and Shrub Bed Areas, General Site Maintenance (Trash, Weed Control and Debris Disposal), Leaf Removal, Natural Area Maintenance, Plant Material Disposal and Irrigation Management.

K-Bar Ranch II Community- Rizzetta-Ongoing began 5/1/2023

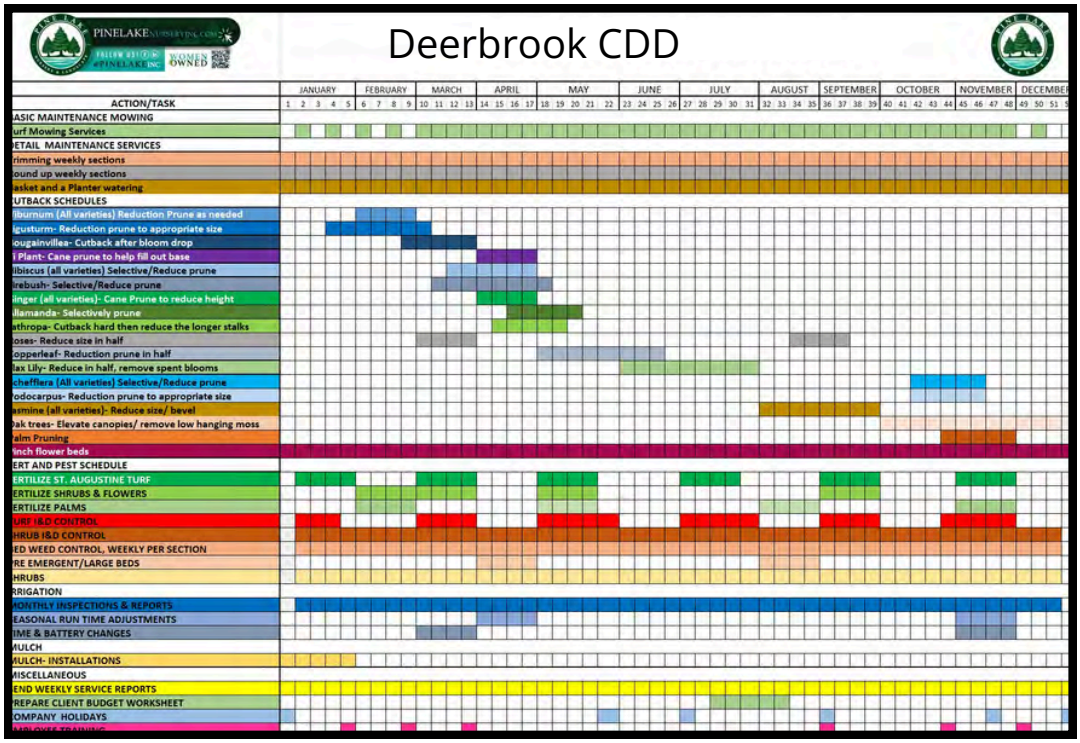


Dollar Amount: $700,000
Point of Contact: *Jason Liggett*
Phone Number: 813.994.1001
Address: 5844 Old Pasco Rd Ste 100 Wesley Chapel

Scope of Work: PLS is responsible for the Landscape Maintenance and Irrigation System Management at K-Bar Ranch II. The scope is similar to Belmond Reserve CDD including Turf and Pond Maintenance, Shrub and Ground Maintenance, Tree Maintenance, Seasonal Color/Perennial Maintenance and Installation, Mulching for Tree and Shrub Bed Areas, General Site Maintenance (Trash, Weed Control and Debris Disposal), Leaf Removal, Natural Area Maintenance, Plant Material Disposal and Irrigation Management.

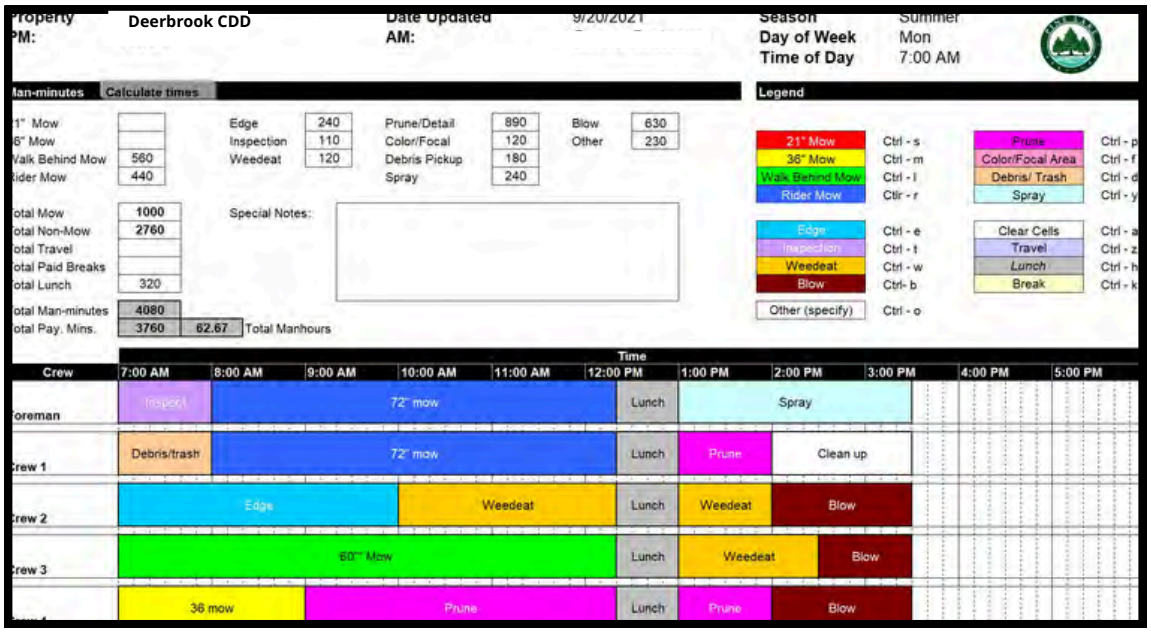
PINE LAKE SERVICES

Annual Operations Calendar



**Sample to be reviewed and agreed upon at contract start*

Daily Gantt Chart



**We will coordinate with the Property Manager to develop all daily/weekly Gantt charts once the job is awarded.*

PROJECT MANUAL

FOR

LANDSCAPE MAINTENANCE SERVICES

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT

RIZZETTA & COMPANY

JUNE 2025

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

TABLE OF CONTENTS

Request for Proposals 3

Instructions to Proposers 5

Evaluation Criteria 11

Affidavits 15

Proposer's Qualification Statement 17

Officers 22

Proposal Form(s) Existing Landscape 23

Proposal Form(s) Future Amenity 48

General Maintenance Cost Breakout 73

Rates for Additional Services 74

Emergency Clean-Up Services 75

Legal Authority for Signature 76

Statement Regarding Public Entity Crimes 77

Statement Regarding Sudan & Iran Energy Sector 80

Substantial Form of Owner/Contractor Agreement 82

Scope of Services 94

Maintenance Maps 107

Authorization for Additional Work 108

Other Forms 110

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS AND NOTICE OF MEETING TO OPEN PROPOSALS

Landscape & Irrigation Maintenance Services
Pasco County, Florida

Deerbrook Community Development District (the "District") hereby requests proposals to provide services relating to the exterior landscaping & irrigation maintenance for Deerbrook Community Development District, all as more specifically set forth in the Project Manual.

The Project Manual will be available beginning Tuesday, July 22, 2025, at 12:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544, for the sum of $100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein will preclude the District's consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal, contract documents, project scope, technical specifications, and site plan. Please make checks payable to Rizzetta & Company, Inc. NO CASH OR CREDIT CARD ACCEPTED. The Landscape Specialist shall be the contact person regarding the Project Manual. Mr. John Toborg can be reached by email at jtoborg@rizzetta.com or via phone at (813) 933-5571.

There will be a mandatory Pre-Proposal Meeting on Friday, July 25, 2025, at 1:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544. Failure to attend will preclude the District's consideration of a proposal submitted by a non-attending proposer. The Project Manual will not be available for sale at the mandatory pre-proposal meeting, but will be available at the Rizzetta & Co., Inc. office at the Old Pasco Road address stated above until Wednesday, July 30, 2025, at 12:00 p.m. (EST)

The District is a special-purpose unit of local government created by Chapter 190, Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual and meet the following qualifications: (i) be authorized to do business in Florida and hold all required state and federal licenses in good standing, (ii) have at least five (5) years of experience with landscape maintenance projects of similar nature and size, with verifiable references on those projects, (iii) must submit total price along with an option for four (4) one (1) year renewals with price, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, and (v) be fully licensed and insured.

The District has the right to reject any, and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so, and the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal

notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, in accordance with the District's Rules of Procedure, within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the issuance of the Project Manual, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Rizzetta and Company, Inc., 3434 Colwell Avenue, #200, Tampa, FL 33614. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made by the Board of Supervisors on the basis of qualifications according to the evaluation criteria contained within the Project Manual at a meeting anticipated to be held on Tuesday, September 9, 2025, at 5:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion, it is in the best interest of the District to do so. The meeting is hereby publicly advertised. Any and all questions relative to this project shall be directed in writing, by e-mail only, to John Toborg at jtoborg@rizzetta.com, and Jere Earlywine at jere.earlywine@kutakrock.com, no later than Monday, August 4, 2025, by 4:00 p.m. (EST). Answers will be provided to all eligible proposers by 5:00 p.m. (EST), Tuesday, August 5, 2025.

A District meeting to open the proposals will be held at 1:00 p.m. (EST) on Tuesday, August 19, 2025, at the office of Rizzetta and Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544. Firms desiring to provide services for this project must submit one (1) hard copy original, (1) additional hard copy and one (1) digital copy, in the form of a flash drive, of the required proposal no later than 1:00 p.m. (EST) on Tuesday, August 19, 2025, at the office of Rizzetta and Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544, Attention: John Toborg. Proposals shall be submitted in one sealed opaque package, shall bear the name of the proposer on the outside of the package, and shall identify the name of the project. Proposals will be opened at a public meeting at the time, date and location stipulated above; those received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified. No official action of the District's Board will be taken at this meeting. It is held for the limited purpose of opening the proposals. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 933-5571 at least five calendar days prior to the meeting. If you are hearing-impaired or speech-impaired, please contact the Florida Relay Service at 711 or 1-800-955-8770, for aid in contacting the District Office. A copy of the agenda for these meetings may be obtained from the District Manager, Rizzetta & Co., Inc., via email at info@rizzetta.com or by calling (813) 933-5571. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Deerbrook Community Development District
Mr. Lynn Hayes, District Manager (lhayes@rizzetta.com)
Publication Date: Friday, July 18, 2025

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
INSTRUCTIONS TO PROPOSERS
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

1. DUE DATE. Sealed proposals ("**Proposals**") must be received by interested parties ("**Proposer**") no later than 1:00 p.m. (EST) on Tuesday, August 19, 2025, at the office of Rizzetta and Company, Inc., 5020 West Linebaugh Avenue, Suite 240, Tampa, FL 33624, Attention: John Toborg. Proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

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

DATE	EVENT
July 18, 2025	Notice of RFP Published & Posted
July 22, 2025, 12:00 p.m.	RFP Available for Purchase at Rizzetta & Co., Inc. (WC)
July 25, 2025, 1:00 p.m.	Pre-Proposal Meeting, Rizzetta Old Pasco Road Office
August 4, 2025, 4:00 p.m.	Deadline for Questions
August 19, 2025, 1:00 p.m.	Proposals Due/Public Opening, Rizzetta & Co., Inc. (WC)
September 9, 2025, at 5:00 p.m.	Board Meeting to Evaluate Proposals & Award Contract (WC)
Tentatively, October 13, 2025	Contract Start Date

3. MANDATORY PRE-PROPOSAL MEETING. There will be a mandatory pre-proposal meeting Friday, July 25, 2025, at 1:00 p.m. at Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal. Additional information regarding this meeting may be obtained by contacting the District Manager, Lynn Hayes, at lhayes@rizzetta.com or calling (813) 933-5571.

4. SIGNATURE ON PROPOSAL. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that it shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from its own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an "as is" condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall

take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

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

7. **PROJECT MANUAL.** The Project Manual will be available beginning Tuesday, July 22, 2025, at 12:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544. Cost of the Project Manual is $100.00. Checks must be made out to Rizzetta & Co., Inc. NO CASH OR CC ACCEPTED. Failure to purchase the Project Manual as specified herein will preclude the District's consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals and proposal and contract documents. Purchase of the manual is mandatory.

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

9. **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.

10. **INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to John Toborg at jtoborg@rizzetta.com with an e-mail copy to Jere Earlywine, District Counsel, at jere.earlywine@kutakrock.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after August 4, 2025, 4:00 p.m. (EST) will not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

11. **SUBMISSION OF PROPOSAL.** Submit one (1) hard copy original, (1) additional hard copy and one (1) digital copy, in the form of a flash drive, along with other requested attachments, at the time and place indicated herein, enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. This Rizzetta & Co. office location does not receive USPS. DO NOT SEND THROUGH THE US MAIL. The Proposal must be either hand-

delivered or sent through a third-party courier. The sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Deerbrook Community Development District – Landscape & Irrigation Maintenance RFP) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

12. 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.

13. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

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

A. A completed and executed Proposal Form, with all its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.

B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience and any certifications, (i.e., Certified Arborist, Certified Irrigation Technician, CPO, etc.) Proposer must guarantee that should certified professionals leave the company, another certified professional of the same discipline shall replace him within a reasonable amount of time, but no more than thirty (30) days.

C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.

D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).

E. At least three (3) 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 narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.

G. Completed proposal pricing. All responses must itemize in their narrative, the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch & annual flowers, including installation, should be provided but not included in the contract amount as this service shall be rendered at the discretion of the District's Board of Supervisors.

15. 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 officers, employees and agents 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.

16. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

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

18. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

19. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; (4) attend the mandatory pre-proposal meeting, (5) must be in good financial standing with no history of bankruptcy or financial reorganization, and (6) be fully licensed and insured. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

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

and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

21. 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.

22. 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 and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the *Florida Statutes* will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

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

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

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

26. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships, and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

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

28. NO CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS. 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. The District may not give preference to a vendor based on the vendor's social, political, or ideological interests. Each solicitation for procurement of commodities or contractual services by the District will include a provision notifying vendors of these provisions.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the Evaluation Criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the issuance of the Project Manual **(i.e., by no later than [BID PROTEST DEADLINE] 5:00 PM (EST))**, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Deerbrook Community Development District, c/o: Rizzetta & Co., Inc., 3434 Colwell Avenue, #200, Tampa, FL 33614, ATTN: Lynn Hayes, District Manager**. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

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 20% of the anticipated total contract award (including the initial one-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 all proposals, 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 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.

Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager, Rizzetta & Co., Inc., 3434 Colwell Avenue, Ste. 200, Tampa, FL 33614.

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel **(20 Points Possible)**

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. John Amarosa	28	COO/BMP/Osha 30	Oversee business operations
2. Terry McLane	31	GM/BMP/Osha 30	Oversee contractual obligations
3. Brandon Pitchon	16	Account Manager	Oversee property/client relations
4. Mark Lantaigne	40	Senior Advisor	Oversee projects/strategy
5. Zach Gilbert	10	Irrigation Advisor	Oversee irrigation projects

Proposed Staffing Levels

Landscape Maintenance staff will include 4 laborers, 3 Supervisors, and 4 Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Lupe Valdez	30	Irrigation Supervisor	Oversee irrigation maintenance
2. Ernesto Rodriguez	10	Irrigation Technician	Oversee irrigation projects
3. Alex Kocher	20	Fert/Pest/CPCO	Oversee fert/pest program
4. Robert Zambito	21	Certified Arborist	Oversee tree care

2. Experience **(25 Points Possible)**

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1. Project Name/Location: K Barr Ranch II

Contact: Matthew Nolan Contact Phone: 813-393-1314

Project Type/Description: Landscaping and Irrigation Maintenance

Dollar Amount of Contract: $700,000/3 years

Your Company's Detailed Scope of Services for Project: Landscaping and irrigation maintenance, fertilizer and pest control, flower installation, mulch, and enhancement projects when requested/needed.

Duration of Contract: START DATE: 6/1/2022 END DATE: Ongoing

2. Project Name/Location: Riverbend West CDD

Contact: Kristee Cole Contact Phone: 813-382-7355

Project Type/Description: Landscaping and Irrigation Maintenance

Dollar Amount of Contract: $85,000/3 years

Your Company's Detailed Scope of Services for Project: Landscaping and irrigation maintenance, fertilizer and pest control, flower installation, mulch, and enhancement projects when requested/needed.

Experience cont.

Duration of Contract: START DATE: 10/1/2022 END DATE: Ongoing

3. Project Name/Location: Carlton Lakes CDD

Contact: Jennifer Goldyn Contact Phone: 813-382-7355

Project Type/Description: Landscaping and irrigation maintenance

Dollar Amount of Contract: $585,000/3 years

Your Company's Detailed Scope of Services for Project: Landscaping and irrigation maintenance, fertilizer and pest control, flower installation, mulch, and enhancement projects when requested/needed.

Duration of Contract: START DATE: 7/1/2021 END DATE: Ongoing

4. Project Name/Location: Bullfrog Creek CDD

Contact: Michael Perez Contact Phone: 656-209-7919

Project Type/Description: Landscaping and irrigation maintenance

Dollar Amount of Contract: $135,000/3 years

Your Company's Detailed Scope of Services for Project: Landscaping and irrigation maintenance, fertilizer and pest control, flower installation, mulch, and enhancement projects when requested/needed.

Duration of Contract: START DATE: 10/1/2022 END DATE: Ongoing

5. Project Name/Location: Lakeside CDD

Contact: Darryl Adams Contact Phone: 813-994-1001

Project Type/Description: Landscaping and irrigation maintenance

Dollar Amount of Contract:

Your Company's Detailed Scope of Services for Project: Landscaping and irrigation maintenance, fertilizer and pest control, flower installation, mulch, and enhancement projects when requested/needed.

Duration of Contract: START DATE: 6/1/2023 END DATE: Ongoing

3. Understanding Scope of RFP **(10 Points Possible)**

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. Price **(20 Points Possible)**

A full twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD & FOURTH ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible (20) in this part of the evaluation criteria. *

* Contractor "A" turns in a bid of $210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of $265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). (210,000/265,000) x 20 = 15.80. Therefore, Contractor "B" will receive 15.80 of 20 possible points. Contractor "C" turns in a bid of $425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). (210,000/425,000) x 20 = 9.88. Therefore, Contractor "C" will receive 9.88 of 20 points.

5. Reasonableness of ALL Numbers **(25 Points Possible)**

Up to twenty-five (25) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in Parts 1,2,3,4 & 5.

Proposer's Total Score **(100 Points Possible)**

AFFIDAVIT REGARDING PROPOSAL

STATE OF FL
COUNTY OF Hillsborough

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Business Developmen for Pine Lake Services, LL ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

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

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

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

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual **(i.e., by no later than [BID PROTEST DEADLINE] at 5:00 PM (EST))**, 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 proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

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

Dated this 14th day of August, 2025.

Proposer: Pine Lake Series, LLC
By: Shannon Dyer
Title: Business Development

STATE OF FL
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 14 day of August 2025, by Shannon Dyer, as Business Developer of Pine Lake Services, LLC, who appeared before me this day in person, and who is either personally known to me, or produced personally known as identification.

Notary Public State of Florida
Dina L Schneider
My Commission HH 483377
Expires 1/21/2028
(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA
Name: DINA L. SCHNEIDER
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT

1. Proposer: Pine Lake Services, LLC [Company Name]
   - ☐ A Partnership
   - ☑ A Corporation
   - ☐ A Subsidiary Corporation

2. Parent Company Name: _____

3. Parent Company Address:

   Street Address 12980 Tarpon Springs Rd

   P.O. Box (if any) _____

   City Odessa State FL Zip Code 33556

   Telephone 813-948-4736 Fax no. _____

   1st Contact Name Shannon Dyer Title Business Development

   2nd Contact Name John Amarosa Title COO

4. Proposer Company Address (if different):

   Street Address _____

   P. O. Box (if any) _____

   City _____ State _____ Zip Code _____

   Telephone _____ Fax no. _____

   1st Contact Name _____ Title _____

   2nd Contact Name _____ Title _____

5. List the location of the office from which the proposer would provide services to Deerbrook CDD.

   Street Address 12980 Tarpon Springs Rd

   City Odessa State FL Zip Code 33556

   Telephone 813-948-4736 Fax No. _____

   1st Contract Name Shannon Dyer Title Business Development

6. Is the Proposer incorporated in the State of Florida? Yes ◉ No ○

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ◉ No ○

  If no, please explain _____

- Date incorporated 3/16/1998 Charter No. L22000361975

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. _____
- Is the company in good standing with the State? Yes ○ No ○

  If no, please explain _____

- Date incorporated _____ Charter No. _____
- Is the Proposer's company authorized to do business in the State of Florida?

  Yes ◉ No ○

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes ○ No ○

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(22) $7,268,984 (23) $7,167,460 (24) $10,245,174

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

General Liability	$ 1,000,000
Automobile Liability	$ 1,000,000
Umbrella Coverage	$ 1,000,000
Workers Compensation	$ 5,000,000
Expiration Date	7/1/2026

10. 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 contracts in any state(s)? Yes (○) No (◉)
If so, state the name(s) of the company (ies)_____

The state(s) where barred or suspended N/A
State the period(s) of debarment or suspension _____

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it?
Yes (○) No (◉) If so, where and why? _____

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?
Yes (○) No (◉) If so, state name of individual, other organization and reason therefore. _____

13. List any and all litigation to which the Proposer, any personnel to work at Deerbrook, any officer and/or employee of the Proposer has been a party in the last five (5) years. N/A

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes (○) No (◉) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. N/A

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:

Riverbend West CDD. $255,00, 10/1/2022- Ongoing, Kristee Cole

K Bar Ranch II CDD, $700,000, 5/1/2023- Ongoing, Matthew Nolan

Lakeside CDD, $528,000, 6/1/2023- Ongoing, Darryl Adams

Carlton Lakes CDD, $585,000, 7/1/2021- Ongoing, Jennifer Goldyn

Tara CDD, $232,000, 10/1/2023- Ongoing, Jennfier Goldyn

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

Belleview POA, Dan Nepomuceno, Lost to pricing

Frank Crum Corporate, Gary Siedel, Lost to pricing

Doral Oaks, lost to property being sold

17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Terry McLane		General Manager
Name		Position
Oversee contractual obligations	31	4
Type of Work	Yrs. Exp.	Yrs. With Firm
Brandon Pitchon		Account Manager
Name		Position
Oversee property/client relations	16	1
Type of Work	Yrs. Exp.	Yrs. With Firm
Zach Gilbert		Irrigation Manager
Name		Position
Oversee irrigation maintenance	10	2
Type of Work	Yrs. Exp.	Yrs. With Firm
Lupe Valdez		Irrigation Technician
Name		Position
Oversee irrigation projects	30	3
Type of Work	Yrs. Exp.	Yrs. With Firm

Alex Kocher		Fertilization and Pest Control Manager
Name		Position
Oversee all F + P	20	2
Type of Work	Yrs. Exp.	Yrs. With Firm

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Deerbrook CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Deerbrook CDD should consider the Proposer for proposing on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

Pine Lake Services, LLC
Name of Proposer

By: _____

Shannon Dyer - Business Development
[Type Name and Title of Person Signing]

This 18 day of August, 2025.

(Corporate Seal)

Sworn to before me this 18 day of August, 2025

_____
(Seal) Notary Public/Expiration Date

Notary Public State of Florida
Dina L Schneider
My Commission HH 483377
Expires 1/21/2028

OFFICERS

PROPOSER: Pine Lake Services, LLC DATE: 8/14/2025

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Connor Spears	President	Oversee all business managemen	Tampa, FL
Bob Spears	Chief Financial Officer	Oversee all financial management	Tampa, FL
John Amarosa	Chief Operations Officer	Oversee all business operations	Riverview, FL
FOR PARENT COMPANY (if applicable)			

EXHIBIT "C" - BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISTING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 129,782 **/yr.**

- Storm Cleanup $ 85 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Cover all annual beds with freeze cloth to prevent in the prevention of die back and plant loss.

$ 250 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 55 /hr. for employee with hand-held hose

$ 250 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 5,269 /yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	20-0-10+ Pre M	1	400 lbs	563
April	30-0-0 + Pre M	.5	1,440 oz	425
June	30-0-0	1	2,880 oz	375
August	Iron Sulfate	0	160 oz	344
October	20-0-10+ Pre M	1	400 lbs	563

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	20-0-10+ Pre M	1	300 lbs	438
April	30-0-0	.5	1,080 oz	313
May	30-0-0 + Arena	1	2,160 oz	500
July	Iron Sulfate	0	120 oz	313
August	30-0-0	1	2,160 oz	313
October	20-0-10+ Pre M	1	300 lbs	438

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	1.5	100 lbs	163
June	8-10-10	1.5	100 lbs	163
October	8-10-10	1.5	100 lbs	163

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12-4	1.5	30 lbs	65
May	8-2-12-4	1.5	30 lbs	65
October	8-2-12-4	1.5	30 lbs	65
November	8-2-12-4	1.5	30 lbs	65

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 1,000 **/yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ N/A /yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 2,125 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 7,800 /yr.**

Freeze Protection (description of ability) Turn off all irrigation and cover all ground irrigation and well components with freeze cloth.

$ 300 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 90 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

161 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 58.75 /CY
(app. October) $ 9,458.75 /installation

And

90 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 58.75 /CY
(app. April $ 5,287.50 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 14,746.25 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 143,851 **/ Initial Term**

FIRST ANNUAL RENEWAL	$ 143,851 /yr.
SECOND ANNUAL RENEWAL	$ 146,728 /yr.
THIRD ANNUAL RENEWAL	$ 146,728 /yr.
FOURTH ANNUAL RENEWAL	$ 149,663 /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

Contractor/Firm Name Pine Lake Services, LLC

Firm Address 12980 Tarpon Springs rd

City/State/Zip Odessa, FL 33556

Phone Number 813-948-4736 Fax Number

Name and Title of Representative Shannon Dyer
(Please Print)

Representative's Signature

Date 8/14/2025

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2025

BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISITING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the first annual renewal should Contractor's prices change.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 129,782 **/yr.**

- Storm Cleanup $ 85 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Cover all annual beds with freeze cloths to aid in the prevention of die back or plant loss.

$ 250 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 55 /hr. for employee with hand-held hose

$ 250 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 5,269 /yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	20-0-10 + Pre M	1	400 lbs	563
April	30-0-0 + Pre M	.5	1,440 oz	425
June	30-0-0	1	2,880 oz	375
August	Iron Sulfate	0	160 oz	344
October	20-0-10 + Pre M	1	400 lbs	563

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	20-0-10 + Pre M	1	300 lbs	438
April	30-0-0	.5	1,080 oz	313
May	30-0-0 + Arena	1	2,160 oz	500
July	Iron Sulfate	0	120 oz	313
August	30-0-0	1	2,160 oz	313
October	20-0-10 + Pre M	1	300 lbs	438

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	1.5	100 lbs	163
June	8-10-10	1.5	100 lbs	163
October	8-10-10	1.5	100 lbs	163

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12-4	1.5	30 lbs	65
May	8-2-12-4	1.5	30 lbs	65
October	8-2-12-4	1.5	30 lbs	65
November	8-2-12-4	1.5	30 lbs	65

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 1,000 /yr.
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)
N/A
$ _____ /yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 2,125 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 7,800 /yr.**

Freeze Protection (description of ability) Turn off all irrigation and cover all ground irrigation and well components with freeze cloth.

$ 300 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 90 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

161 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 58.75 /CY
(app. October) $ 9,458.75 /installation

And

90 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 58.75 /CY
(app. April) $ 5,387.50 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 14,746.25 / yr.
(if both topdressings are performed - do not include in Grand Total)

Additionally, based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2 , 3 & 4 - This is what contract will be written for)

$ 143,851 **/ First Annual Renewal**

SECOND ANNUAL RENEWAL	$ 146,728 /yr.
THIRD ANNUAL RENEWAL	$ 146,728 /yr.
FOURTH ANNUAL RENEWAL	$ 149,663 /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the four possible annual renewal periods.**

Contractor/Firm Name Pine Lake Services, LLC

Firm Address 12980 Tarpon Springs Rd

City/State/Zip Odessa, FL 33556

Phone Number 813-948-4736 Fax Number

Name and Title of Representative Shannon Dyer
(Please Print)

Representative's Signature

Date 8/14/2025

BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISTING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the second annual renewal should Contractor's prices change.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 132,659 **/yr.**

- Storm Cleanup $ 85 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Cover all annual beds with freeze cloth to aid in the prevention of die back and plant loss.

$ 250 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 55 /hr. for employee with hand-held hose

$ 250 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 5,269 /yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	20-0-10+ Pre M	1	400 lbs	563
April	30-0-0 + Pre M	.5	1,440 oz	425
June	30-0-0	1	2,880 oz	375
August	Iron Sulfate	0	160 oz	344
October	20-0-10+ Pre M	1	400 lbs	563

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	20-0-10+ Pre M	1	300 lbs	438
April	30-0-0	.5	1,080 oz	313
May	30-0-0 + Arena	1	2,160 oz	500
July	Iron Sulfate	0	120 oz	313
August	30-0-0	1	2,160 oz	313
October	20-0-10+ Pre M	1	300 lbs	438

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	1.5	100 lbs	163
June	8-10-10	1.5	100 lbs	163
October	8-10-10	1.5	100 lbs	163

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12-4	1.5	30 lbs	65
May	8-2-12-4	1.5	30 lbs	65
October	8-2-12-4	1.5	30 lbs	65
November	8-2-12-4	1.5	30 lbs	65

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 1,000 **/yr.**
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)
$ N/A / yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 2,125 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 7,800 /yr.**

Freeze Protection (description of ability) Turn off all irrigation and cover all ground irrigation and well components with freeze cloth.

$ 300 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 90 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

161 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 58.75 /CY
(app. October) $ 9,458.75 /installation

And

90 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 58.75 /CY
(app. April) $ 5,287.50 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 14,756.25 / yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 146,728 **/ Second Annual Renewal**

THIRD ANNUAL RENEWAL $ 146,728 /yr.

FOURTH ANNUAL RENEWAL $ 149,663 /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the four possible annual renewal periods.**

Contractor/Firm Name Pine Lake Services, LLC

Firm Address 12980 Tarpon Springs Rd

City/State/Zip Odessa, FL 33556

Phone Number 813-948-4736 Fax Number _____

Name and Title of Representative Shannon Dyer
(Please Print)

Representative's Signature _____

Date 8/14/2025

BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISTING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the third annual renewal should Contractor's prices change.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 132,659 **/yr.**

- Storm Cleanup $ 85 /hr **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Cover all annual beds with freeze cloth to aid in the prevention of die back and plant loss.

$ 250 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 55 /hr for employee with hand-held hose

$ 250 /hr for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 5,269 /yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	20-0-10+ Pre M	1	400 lbs	563
April	30-0-0 + Pre M	.5	1,440 oz	425
June	30-0-0	1	2,880 oz	375
August	Iron Sulfate	0	160 oz	344
October	20-0-10+ Pre M	1	400 lbs	563

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	20-0-10+ Pre M	1	300 lbs	438
April	30-0-0	.5	1,080 oz	313
May	30-0-0 + Arena	1	2,160 oz	500
July	Iron Sulfate	0	120 oz	313
August	30-0-0	1	2,160 oz	313
October	20-0-10+ Pre M	1	300 lbs	438

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	1.5	100 lbs	163
June	8-10-10	1.5	100 lbs	163
October	8-10-10	1.5	100 lbs	163

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12-4	1.5	30 lbs	65
May	8-2-12-4	1.5	30 lbs	65
October	8-2-12-4	1.5	30 lbs	65
November	8-2-12-4	1.5	30 lbs	65

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 1,000 /yr.
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)
$ N/A /yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 2,125 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$** 7,800 **/yr.**

Freeze Protection (description of ability) Turn off irrigation and cover all ground irrigaiton and well components with freeze cloth.

$ 300 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 90 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

161 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 58.75 /CY
(app. October) $ 9,458.75 /installation

And

90 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 58.75 /CY
(app. April) $ 5,287.50 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 14,746.25 yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 146,728 **/ Third Annual Renewal**

FOURTH ANNUAL RENEWAL $ 149,663 /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the four possible annual renewal periods.**

Contractor/Firm Name Pine Lake Services, LLC

Firm Address 12980 Tarpon Springs Rd

City/State/Zip Odessa, FL 33556

Phone Number 913-948-4736 Fax Number _____

Name and Title of Representative Shannon Dyer
(Please Print)

Representative's Signature _____

Date 8/14/2025

BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISTING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the fourth annual renewal should Contractor's prices change.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 135,594 **/yr.**

- Storm Cleanup $ 85 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Cover all annyual beds with freeze cloth to aid in the prevention of die back and plant loss.

$ 250 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 55 /hr. for employee with hand-held hose

$ 250 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 5,269 /yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	20-0-10+ Pre M	1	400 lbs	563
April	30-0-0 + Pre M	.5	1,440 oz	425
June	30-0-0	1	2,880 oz	375
August	Iron Sulfate	0	160 oz	344
October	20-0-10+ Pre M	1	400 lbs	563

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	20-0-10+ Pre M	1	300 lbs	438
April	30-0-0	.5	1,080 oz	313
May	30-0-0 + Arena	1	2,160 oz	500
July	Iron Sulfate	0	120 oz	313
August	30-0-0	1	2,160 oz	313
October	20-0-10+ Pre M	1	300 lbs	438

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	1.5	100 lbs	163
June	8-10-10	1.5	100 lbs	163
October	8-10-10	1.5	100 lbs	163

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12-4	1.5	30 lbs	65
May	8-2-12-4	1.5	30 lbs	65
October	8-2-12-4	1.5	30 lbs	65
November	8-2-12-4	1.5	30 lbs	65

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 1,000 /yr.
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)
$ n/a /yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 2,125 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 7,800 /yr.**

Freeze Protection (description of ability) Turn off all irrigation and cover all ground irrigation and well components with freeze cloth.

$ 300 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 90 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

161 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 58.75 /CY
(app. October) $ 9,458.75 installation

And

90 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 58.75 /CY
(app. April) $ 5,287.50 installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 14,746.25 / yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4- This is what contract will be written for)

$ 149,663 **/ Fourth Annual Renewal**

Contractor/Firm Name Pine Lake Services, LLC

Firm Address 12980 Tarpon Springs Rd

City/State/Zip Odessa, FL 33556

Phone Number 813-948-4736 Fax Number

Name and Title of Representative Shannon Dyer
(Please Print)

Representative's Signature

Date 8/14/2025

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
FUTURE AMENITY LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 19,192 **/yr.**

- Storm Cleanup $ 85 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Cover all annual beds with freeze cloth to prevent in the aid of die back and plant loss.

$ 250 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 55 /hr. for employee with hand-held hose

$ 250 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 2,871 /yr.
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	20-0-10 + Pre M	1	300 lbs	437
April	30-0-0	.5	1,080 oz	312
May	30-0-0 + Arena	1	2,160 oz	500
July	Iron Sulfate	0	120 oz	312
August	30-0-0	1	2,160 oz	312
October	20-0-10 + Pre M	1	300 lbs	437

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	1.5	75 lbs	121
June	8-10-10	1.5	75 lbs	121
October	8-10-10	1.5	75 lbs	121

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12-4	1.5	32 lbs	66
May	8-2-12-4	1.5	32 lbs	66
October	8-2-12-4	1.5	32 lbs	66
November	8-2-12-4	1.5	32 lbs	66

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 500 **/yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ N/A /yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 600 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) $ 1,920 **/yr.**

Freeze Protection (description of ability) Turn off all irrigation and cover all ground irrigaiton and well components with freeze cloth.

$ 300 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 90 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

70 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 58.75 /CY
(app. October) $ 4,112.50 /installation

And

40 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 58.75 /CY
(app. April $ 2,350 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 6,462.50 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 24,443 / Initial Term

FIRST ANNUAL RENEWAL	$ 24,443 /yr.
SECOND ANNUAL RENEWAL	$ 24,931 /yr.
THIRD ANNUAL RENEWAL	$ 24,931 /yr.
FOURTH ANNUAL RENEWAL	$ 25,431 /yr.

Contractor/Firm Name Pine Lake Services, LLC

Firm Address 12980 Tarpon Springs Rd

City/State/Zip Odessa, FL 33556

Phone Number 813-948-4746 Fax Number

Name and Title of Representative Shannon Dyer
(Please Print)

Representative's Signature

Date 8/14/2025

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
FUTURE AMENITY LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the first annual renewal should Contractor's prices change

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 19,192 **/yr.**

- Storm Cleanup $ 85 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Cover all annual beds with freeze cloth to aid in the prevention of die back or plant loss.

$ 250 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 55 /hr. for employee with hand-held hose

$ 250 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 2,871 /yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	20-0-10 + Pre M	1	300 lbs	437
April	30-0-0	.5	1,080 oz	312
May	30-0-0 + Arena	1	2,160 oz	500
July		0	120 oz	312
August	30-0-0	1	2,160 oz	312
October	20-0-10 + Pre M	1	300 lbs	437

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	1.5	75 lbs	121
June	8-10-10	1.5	75 lbs	121
October	8-10-10	1.5	75 lbs	121

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12-4	1.5	32 lbs	66
May	8-2-12-4	1.5	32 lbs	66
October	8-2-12-4	1.5	32 lbs	66
November	8-2-12-4	1.5	32 lbs	66

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 500 **/yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ N/A /yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 600 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 1,920 /yr.**

Freeze Protection (description of ability) Cover Wells and backflows. Cut water supply off.

$ 300 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 90 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

70 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 58.75 /CY
(app. October) $ 4,112.50 /installation

And

40 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 58.75 /CY
(app. April $ 2,350 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 6,462.50 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 24,443 / 1st annual renewal

SECOND ANNUAL RENEWAL	$ 24,931 /yr.
THIRD ANNUAL RENEWAL	$ 24,931 /yr.
FOURTH ANNUAL RENEWAL	$ 25,431 /yr.

Contractor/Firm Name Pine Lake Services, LLC

Firm Address 12980 Tarpon Springs Rd

City/State/Zip Odessa, FL 33556

Phone Number 813-948-4736 Fax Number

Name and Title of Representative Shannon Dyer
(Please Print)

Representative's Signature

Date 8/14/2025

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
FUTURE AMENITY LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the second annual renewal should Contractor's prices change

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$ 19,680 /yr.**

- Storm Cleanup $85 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Cover all annual beds with freeze cloth to aid in the prevention of die back or plant loss.

$250 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$55 /hr. for employee with hand-held hose

$250 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 2,871 /yr.
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	20-0-10+ Pre M	1	300 lbs	437
April	30-0-0	.5	1,080 oz	312
May	30-0-0 + Arena	1	2,160 oz	500
July	Iron Sulfate	0	120 oz	312
August	30-0-0	1	2,160 oz	312
October	20-0-10+ Pre M	1	300 lbs	437

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	1.5	75 lbs	121
June	8-10-10	1.5	75 lbs	121
October	8-10-10	1.5	75 lbs	121

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12-4	1.5	32 lbs	66
May	8-2-12-4	1.5	32 lbs	66
October	8-2-12-4	1.5	32 lbs	66
November	8-2-12-4	1.5	32 lbs	66

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 500 **/yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ N/A /yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 600 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) $ 1,920 **/yr.**

Freeze Protection (description of ability) Cover Wells and backflows. Cut water supply off.

$ 300 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 90 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

70 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 58.75 /CY
(app. October) $ 4,112.50 /installation

And

40 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 58.75 /CY
(app. April $ 2,350 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 6,462.50 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 24,931 / 2nd annual renewal

THIRD ANNUAL RENEWAL $ 24,931 /yr.
FOURTH ANNUAL RENEWAL $ 25,431 /yr.

Contractor/Firm Name Pine Lake Services, LLC

Firm Address 12980 Tarpon Springs Rd

City/State/Zip Odessa, FL 33556

Phone Number 813-948-4736 Fax Number

Name and Title of Representative Shannon Dyer
(Please Print)

Representative's Signature

Date 8/14/2025

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
FUTURE AMENITY LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the third annual renewal should Contractor's prices change

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ 19,680 **/yr.**

- Storm Cleanup $ 85 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Cover all annual beds with freeze cloth to aid in the prevention of die back or plant loss.

$ 250 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 55 /hr. for employee with hand-held hose

$ 250 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) 2.871 **$ _____ /yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	20-0-10+ Pre M	1	300 lbs	437
April	30-0-0	.5	1,080 oz	312
May	30-0-0 + Arena	1	2,160 oz	500
July	Iron Sulfate	0	120 oz	312
August	30-0-0	1	2,160 oz	312
October	20-0-10+ Pre M	1	300 lbs	437

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	1.5	75 lbs	121
June	8-10-10	1.5	75 lbs	121
October	8-10-10	1.5	75 lbs	121

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12-4	1.5	32 lbs	66
May	8-2-12-4	1.5	32 lbs	66
October	8-2-12-4	1.5	32 lbs	66
November	8-2-12-4	1.5	32 lbs	66

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 500 **/yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ N/A /yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 600 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 1,920 /yr.**

Freeze Protection (description of ability) Cover wells and backflows. Cut water supply off.

$ 300 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 90 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

70 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 58.75 /CY
(app. October) $ 4,112.50 /installation

And

40 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 58.75 /CY
(app. April $ 2,350 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 6,462.50 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 24,931 **/ 3rd annual renewal**

FOURTH ANNUAL RENEWAL $ 25,431 /yr.

Contractor/Firm Name Pine Lake Services, LLC

Firm Address 12980 Tarpon Springs Rd

City/State/Zip Odessa, FL 33556

Phone Number 913-948-4736 Fax Number

Name and Title of Representative Shannon Dyer
(Please Print)

Representative's Signature

Date 8/14/2025

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
FUTURE AMENITY LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the fourth annual renewal should Contractor's prices change

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$ 20,180 /yr.**

- Storm Cleanup $ 85 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Cover all annual beds with freeze cloth to aid in the prevention of die back or plant loss.

$ 250 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 55 /hr. for employee with hand-held hose

$ 250 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) $ 2,871 /yr.
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	20-0-10+ PreM	1	300 lbs	437
April	30-0-0	.5	1,080 oz	312
May	30-0-0 + Arena	1	2,160 oz	500
July	Iron Sulfate	0	120 oz	312
August	30-0-0	1	2,160 oz	312
October	20-0-10+ PreM	1	300 lbs	437

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	1.5	75 lbs	121
June	8-10-10	1.5	75 lbs	121
October	8-10-10	1.5	75 lbs	121

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12-4	1.5	32 lbs	66
May	8-2-12-4	1.5	32 lbs	66
October	8-2-12-4	1.5	32 lbs	66
November	8-2-12-4	1.5	32 lbs	66

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) $ 500 **/yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ N/A /yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 600 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) $ 1,920 **/yr.**

Freeze Protection (description of ability) cover Wells and backflows. Cut water supply off

$ 300 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 90 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

70 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 58.75 /CY
(app. October) $ 4,112.50 /installation

And

40 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 58.75 /CY
(app. April $ 2,350 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 6,462.50 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 25,431 / 4th annual renewal

Contractor/Firm Name Pine Lake Services, LLC

Firm Address 12980 Tarpon Springs Rd

City/State/Zip Odessa, FL 33556

Phone Number 813-948-4736 Fax Number

Name and Title of Representative Shannon Dyer
(Please Print)

Representative's Signature

Date 8/14/2025

COST BREAKOUT FOR GENERAL LANDSCAPE MAINTENANCE

General Landscape Maintenance

Mowing, hard edging, blowing off hard surfaces: $ 49,794 / event

Pond bank mowing, including line-trimming to water's edge: $ 70,000 / event

Bed detailing, including weeding, soft edging, shrub pruning, delineation and dead-wooding, dead-heading of annuals, trash and landscape litter removal: $ 5,190 / event

Tree Lifting: $ 2,000 / event

Palm Pruning, including seed pods, old flower stalks, and inflorescence, vines & volunteers: $ 1,900 / event

LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	$45.00	Hour
B.	Bush-Hog w/operator	$145.00	Hour
C.	Tractor w/operator	$200.00	Hour
D.	Supervisor with Transportation	$85.00	Hour
E.	Laborer with hand equipment	$65.00	Hour
F.	Truck w/driver	$70.00	Hour
G.	Irrigation Tech	$80.00	Hour
H.	Granular Pesticide Applicator		
	Person with Drop Spreader	$90.00	Hour
I.	Liquid Pesticide Applicator		
	Person with Spray Truck	$125.00	Hour
J.	Granular Fertilizer Applicator		
	Person with Drop Applicator	$90.00	Hour
K.	Liquid Fertilizer Applicator		
	Person with Spray Truck	$125.00	Hour
L.	Granular Weed Control Applicator		
	Person with Drop Applicator	$90.00	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	$125.00	Hour
N.	Laborer for Additional Trash Pick-Up	$49.00	Hour
O.	Lump Sum Mowing ([1]), entire community	$TBD	Per Mow

[1] Mowing shall include mowing, edging, weed eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

General Labor	$ 75.00	per Hour
Chainsaw Labor	$ 85.00	per Hour
Heavy Equipment Operator	$ 145.00	per Hour

B. Debris removal equipment unit costs:

Dump Truck and Trailer	$ 100.00	per Hour
Wheel Loader and Chipper	$ 60.00	per Hour
Grapple Truck	$ 120.00	per Hour

C. Other emergency/disaster related unit costs:

Dump Truck or Dump Trailer	$ 300 per dump load	per Hour
Grapple truck dump load	$ 650 per dump load	per Hour
	$	per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

LEGAL AUTHORITY FOR SIGNATURE

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of:
Pine Lake Semlq, LLC ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through V) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 14th day of August, 2025.

Proposer: Pine Lake Semlq, LLC
By: Shannon Dyer
Title: Business Developmen

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 14 day of August, 2025, by Shannon Dyer, as Business Developer for Pine Lake Services on its behalf. He/She [✓] is personally known to me or [_____] produced personally known as identification.

Dina L Schneider
Notary Public, State of Florida

Notary Public State of Florida
Dina L Schneider
My Commission HH 483377
Expires 1/21/2028

Personally Known ✓
OR Produced Identification
Type of Identification _____

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Deerbrook Community Development District.

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Business Develoom for Pine Lake Senq ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.

3. Proposer's business address is 12980 Tarpon Springs Rd Odessa, FL 33556

4. Proposer's Federal Employer Identification Number (FEIN) is 27-3360158

   (If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or,

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

(☑)Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

(☐) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

(☐) There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

(☐) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

(☑) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 14th day of August, 2025.

Proposer: Pine Lake Servs, LLC
By: Shannon Dyer
Title: Business Development

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 14 day of August, 2025, by Shannon Dyer, as Business Development of Pine Lake Services on its behalf. He/She [✓] is personally known to me or [____] produced Personally Known as identification.

Notary Public State of Florida
Dina L Schneider
My Commission HH 483377
Expires 1/21/2028

Dina Schneider
Notary Public, State of Florida

Personally Known ✓
OR Produced Identification
Type of Identification _____

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

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

1. This sworn statement is submitted to Deerbrook Community Development District ("District").

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Business Developing for Pine Lake Series ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.

3. Proposer's business address is 12981 Tarpon Springs Rd Odessa, FL 33556

4. Proposer's Federal Employer Identification Number (FEIN) is 27-3360158

   (If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of $1 million or more.

6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this 14th day of Angust, 2025.

Proposer: Pine Lake Semes, LLC

By: Shannon Dyer

Title: Business Development

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization, this 14 day of August, 2025, by Shannon Dyer, as Business Developer of Pine Lake Services, on its behalf. He/She [✓] is personally known to me or [_____] produced personally known as identification.

Dina L Schneider
Notary Public, State of Florida

Notary Public State of Florida
Dina L Schneider
My Commission HH 483377
Expires 1/21/2028

Personally Known ✓
OR Produced Identification
Type of Identification _____

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into to be effective as of the full execution of this Agreement:

> **Deerbrook Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida, and having offices at c/o 3434 Colwell Ave, Suite 200, Tampa, Florida 33614 ("**District**"); and
>
> _____, a _____, whose address is _____ ("**Contractor**," and collectively with the District, "**Parties**").

RECITALS

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

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

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

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 are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** ("**Work**"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. 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. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services

comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C.** 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.

In the event that time is lost due to heavy rains ("**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 with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives 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. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates _____, District Manager, to act as the District Representatives. The Contractor shall <u>not</u> take direction from anyone other than the District Representatives (e.g., the Contractor shall <u>not</u> take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is

specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars ($100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

a. Work under this Agreement shall begin upon execution of this Agreement and end September 30, 2025 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement shall annually renew with the same terms set forth herein, in the District's sole discretion.

b. As compensation for the Work, the District agrees to pay Contractor _____ ($_____) per year, in monthly amounts of _____ ($_____). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form – Part IV – Pricing ("**Contract Amount**"). Additionally, for the services specified in Part 5 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th)

day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:

   i. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than $100,000.00 per employee per accident, $500,000.00 disease aggregate, and $100,000.00 per employee per disease.

   ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $2,000,000.00 per occurrence, $2,000,000.00 aggregate covering all work performed under this Contract.

   iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $2,000,000.00 combined single limit covering all work performed under this Contract.

   iv. UMBRELLA LIABILITY: With limits of not less than $2,000,000.00 per occurrence covering all work performed under this Contract.

b. Each insurance policy required by this Contract shall:

i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
iii. Be written to reflect that the aggregate limit will apply on a per claim basis.

c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
i. 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.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of

liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. **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 this Agreement or any separate work authorization issued hereunder, 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, permits and approvals (including any permits and approvals relating to water rights), 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.

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

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

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

16. **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 for breach of this Agreement, 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.

17. **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.

18. **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.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, 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.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **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*.

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

24. **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.

25. **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.

26. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

27. **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, paralegal fees and costs for trial, mediation, or appellate proceedings.

28. **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.

29. **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.

30. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. **If to the District:** Deerbrook Community Development District
3434 Colwell Ave, Suite 200
Tampa, FL 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301
Attn: District Counsel

B. **If to Contractor:** _____
_____
_____
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for 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 parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

31. **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.

32. **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 legal actions regarding this Agreement shall be Pasco County, Florida.

33. **PUBLIC RECORDS.** The 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 Rizzetta & Company Inc. ("**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 (813)933-5571, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVE, SUITE 200, TAMPA, FLORIDA 33614.

34. **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.

35. **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, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

36. **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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____

Its: _____

Date: _____

_____

_____

By: _____

Its: _____

Date: _____

Exhibit A: **Scope of Services**
Exhibit B: **Proposal Pricing (Part IV of Proposal Form)**
Exhibit C: **Other Forms**
Exhibit D: **Maintenance Map**

EXHIBIT "A" - SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week
NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 services (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be **immediately** re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of Deerbrook CDD's Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing/herbicide applications, etc. Weekend work is permitted when necessary upon prior approval. Any lawn that dies or becomes weak or unsightly (including heavy weed infestation, excessive insect or disease damage, etc.) shall be replaced at the sole cost of the Contractor. This excludes damage from water restrictions (only if automatic irrigation is completely and legally banned by the State and/or local authorities). At all times, Contractor must maintain the perimeters of all natural areas so the growth does not overtake the turf in open lawns, pond banks, tracts between the edges of the wetland and sidewalks, trails or roadways. Contractor is expected to regularly cut this material back and dispose of off-site on an as-needed basis. Contractors will be expected to maintain these tree lines in this trimmed condition throughout the duration of the contract.

1A) **POND MOWING** – All pond banks identified as such (green) on the overall Deerbrook Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water's edge or sod line (if water is not

present). Line trimming at water's edge and line trimming of all drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. As mentioned earlier, The DISTRICT requires mowers to be equipped with a mulching-type deck with mulch flap in the closed position, specifically around pond banks. If circumstances do not allow this, mowers must blow all clippings away from pond banks, but not into any residential lawns. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) **EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) shall be edged and/or line trimmed every week and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property**.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (i.e., MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, BOARDWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE ENTIRE PROPERTY (OR DESIGNATED SECTIONS) MUST BE MOWED, EDGED, LINE-TRIMMED AND ALL DEBRIS BLOWN OFF ALL PAVEMENT IN THE SAME DAY. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars.

(This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs over sidewalks/turf areas (10') in and outside of ROW's and roads (15'), respectively. This may depend on location and species of tree and shall vary according to DOT specs. All moss hanging from trees (including ball moss) shall be removed up to a height of 15' from all CDD-maintained trees on an as-needed basis. During the dormant season, ALL Crape Myrtles shall have ALL mosses removed up to a height of 15'. During this time, all Crape Myrtles less than 15' in height must be pruned. This includes the removal of all seed pods. Crape Myrtles are not to be "hat racked" at any time. Pencil to thumb pruning is the preferred method of Crape Myrtle pruning and shall be performed after threat of frost has passed but before new growth flushes. Any initial removal of all Spanish and Ball Mosses shall be included in the proposals and completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Deerbrook. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants sheared into rounded balls or unnatural shapes will not be allowed. In fact, shearing should be incorporated on a limited basis to not spread fungus and other disease. Selective pruning is the preferred method of shaping. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place and disposed of off-site. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, another solution will need to be proposed and executed.

Palms: **All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times.** This includes only the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning of palms shall never raise the canopy above the three o'clock – nine o'clock horizontal. Contractor will not be asked to trim a singular palm on the property but will be required to trim palms once a significant quantity of palms have a petticoat of dead fronds. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Flower/Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall utilize sterilized pruning equipment (preferably having a minimum of two sets of pruning tools to allow sterilization of previously used equipment between palms). Contractor shall

pay careful attention when pruning Medjool, Sylvester, Reclinata, Canary & Washington Palms. Palms on pool decks (and all other plant material, in general, on pool decks) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times.

4) **WEEDS AND GRASSES** – All shrub & groundcover beds as well as all turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre- & post-emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, FENCES, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The CONTRACTOR shall be responsible for the replacement of turf and ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) **MAINTENANCE OF PAVED AREAS** – All paved areas, including curb and gutter along roadways shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curb line or sidewalk expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) **CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as

these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) **REPLACEMENT OF PLANT MATERIAL** – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance or for the duration of the Contractor's contract, whichever is greater.

Reporting

Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule for the upcoming month. The Contractor shall also report on any deficiencies or items needing attention relating to disease and insects or other afflictions. Contractor shall prescribe the treatment plan he is to follow to remedy such afflictions.

PART 2

FERTILIZATION

Contractor shall abide by all requirements in Ordinance No. 14-16 regarding the application of fertilizer within Pasco County.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF PASCO COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of a line running east-west from coast to coast through Ocala and north of a line between Tampa & Vero Beach.)

All Bahia Sod:

March	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for warm- season weeds
April	A second application of PreM formulated for Bahia turf for warm-season weeds
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF) + PreM
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
October	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for cool-season weeds

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF + PreM
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	A complete fertilizer based on soil tests + PreM

The contractor shall submit a fertilizer label to Landscape Specialist for approval prior to application. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It

shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8-2-12+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, May, October & late November). The "2" should be reduced to "0" if a soil test indicates there is not a deficiency of Phosphorus in the soil. 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

The District requires that all fertilizer applied to all palms on the CDD property be 8-2-12+4Mg. The fertilizer label shall reflect that 100% of the N, K, Mg, and B sources be in slow-release or controlled-

release form and all the Mn, Fe Zn & Cu sources be water soluble (generally these will be sulfates, except for Fe, which can be chelated with EDTA or DTPA). No source of N, K, Mg or B should be water-soluble. This will be considered an unacceptable fertilizer. The information below reflects the most effective sources for the seven critical elements in Florida landscape palm fertilizers:

Element Recommended Sources:*

N - Sulfur-coated urea, resin (or polymer)-coated urea or ammonium salts, urea-formaldehyde
P - Superphosphate, triple superphosphate, coated diammonium phosphate
K - Sulfur-coated potassium sulfate (may have additional polymer coating)
Mg - Kieserite (magnesium sulfate monohydrate) granules
Mn - Manganese sulfate
Fe - Iron sulfate, FeEDTA and/or FeDTPA
B - Granubor® (sodium borate)

*Based on data from Broschat (1991, 1996, 1997, 2008) and Broschat and Elliott (2005)Archival copy: for current recommendations see http://edis.ifas.ufl.edu or your local extension office.

This item will not be included in the contract amount and fertilizer shall not be billed equally on a monthly basis but invoiced the month after application. Contractor is required to provide proposals for each application and proceed once District approval has been executed.

CONTRACTOR shall provide the DISTRICT with PALM fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity prior to purchase. This is to allow time to verify nutrient sources for the macro and micronutrients ensuring they are in slow-release or water-soluble forms. Payment will not be made until the correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the CDD's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Lethal Bronzing. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.
For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all green areas designated as "CDD Maintained – with irrigation unless otherwise noted" on the Maintenance Exhibit. Do NOT include roadway medians in this price nor lake banks, trails or between ponds and conservation areas. It is limited to those landscaped areas under automated irrigation.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems.

A. Irrigation Controllers
   1. Semi-automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

C. Irrigation Systems
   1. Manual test and inspection of each irrigation zone
   2. Clean and raise heads as necessary
   3. Adjust arc pattern and distance for required coverage areas
   4. Clean out irrigation valve boxes

D. Report
   1. Irrigation operation time
   2. Irrigation start time
   3. Maintenance items performed
   4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned, and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such

repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management, or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion,

After the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads (includes spray heads), nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Lee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

PART 5
INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds & tree rings) with Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches **after compaction**.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner. Labor for trenching shall be included in the unit cost of the mulch.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard/bale and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.

[END OF SECTION

]

EXHIBIT B
Landscape Maintenance Map

(under separate cover)

EXHIBIT D

Form of Work Authorization

WORK AUTHORIZATION FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the "Work Authorization"), dated _____, 20__ authorizes certain work in accordance with that certain *Agreement for Landscape Maintenance Services* (the "Agreement"), dated _____, 20__, by and between:

> **Deerbrook Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Pasco County, Florida, whose mailing address is 3434 Colwell Avenue, Ste. 200, Tampa, FL 33614 (the "District"); and
>
> _____, a _____, whose address is _____ (the "Contractor").

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide additional landscape, irrigation and pond maintenance services and/or wetland monitoring and maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "Additional Services").

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement. [SPECIFY WHETHER ONE TIME CHARGE OR INCREASES COMPENSATION LINE ITEM IN ORIGINAL AGREEMENT AND, IF SO, REFLECT AMENDMENT TO THAT PROVISION].

SECTION 3. GOVERNING LANGUAGE. This Work Authorization, together with the Agreement, represents the entire understanding between the District and the Contractor with regard to the referenced Work Authorization. Except for the warranties provided to the District, none of the provisions of Exhibit A shall apply to this Work Authorization and Exhibit A shall not be incorporated herein, except that Exhibit A is applicable to the extent that it describes the scope of services for the labor and materials to be provided under this Work Authorization.

SECTION 4. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT

_____	_____
Signature of Secretary	Signature of Chairperson, Board of Supervisors
	_____
_____	_____
Signature of Witness	
	By: _____
	Its: _____

Exhibit A: Proposal/Scope of Additional Services

EXHIBIT E

Other Forms

DAILY WORK JOURNAL

DATE:_____

DESCRIPTION OF WORK PERFORMED TODAY:_____

_____

_____

_____

_____

_____

_____

_____

LOCATIONS:_____

_____

_____

_____

_____

_____

ISSUES REQUIRING ATTENTION: ***(Please notify District Rep. if any)***

_____

_____

_____

_____

DEERBROOK CDD

PEST MANAGEMENT REPORT

DATE:_____

SYMPTOMS:_____

_____

_____

LOCATION: _____

_____

_____

PROBABLE CAUSE OF DAMAGE: _____

_____

_____

_____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

_____

_____

_____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

DEERBROOK REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

LANDSCAPE MAINTENANCE BID SUBMITTAL

FOR:

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT

DEERBROOK
Community Development District

FROM:

redtree
Landscape Systems

The New Standard in Landscape Maintenance

1.888.RED.TREE

www.redtreelandscapesystems.com

5532 Auld Lane, Holiday FL 34690

BID DUE DATE:	**TUESDAY, AUGUST 19, 2025**
BID DUE TIME:	**1:00 PM (EST)**
BID DUE LOCATION:	**DEERBROOK COMMUNITY DEVELOPMENT DISTRICT** **C/O RIZZETTA & COMPANY** **5844 OLD PASCO ROAD, SUITE 100** **WESLEY CHAPEL, FL 33544** **ATTENTION: JOHN TOBORG**

PROPOSAL DIRECTORY

Landscape Maintenance Proposal and Affidavits
Hurricane and Large Scale Storm Emergency Response Plan
Landscape Maintenance Scope of Services
Irrigation Maintenance Proposal / Scope of Services
Evaluation Criteria - Personnel
Evaluation Criteria - Experience
Proposer Qualification Statement
List of Officers / Organization Chart
Staffing Plan for Maintenance Services
Equipment Lists
Statement of Financial Capabilities
Occupational License
Proof of Insurance - Current W-9
Irrigation Contractor's License – County or Origin
Pest Control / Fertilization License
Certified Arborist Designations
Best Management Practices Certifications
FNGLA Certifications
Licensed Dealer in Agricultural Products
National Association of Landscape Professionals Certification
E-Verify Enrollment Verification Statement
Proof of Corporate Status
Dun & Bradstreet Registration

redtree
Landscape Systems

1.888.RED.TREE

www.redtreelandscapesystems.com

service@redtreelandscape.systems

The New Standard in Landscape Maintenance



Our state-of-the-art equipment fleet arrives at your property ready to perform any and all grounds maintenance tasks.

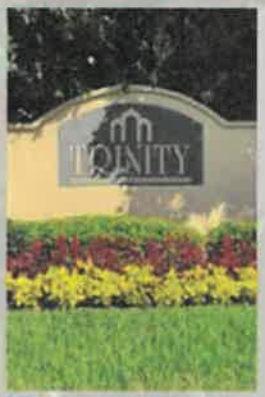


Experienced irrigation technicians perform diagnostics, repairs, and outdoor lighting service calls whenever you need them!



A team of Certified Arborists and expert tree climbers are available to prepare your trees for hurricane season or to help you clean up fallen trees after the storm.

We also offer Pest Control & Fertilization services to keep your property green, blooming, and free of weeds. Our team of Certified Pest Control Operators know the right products to keep your lawn & ornamentals free of pests.



Contact Us!

David Lucadano 727-919-3913

Peter Lucadano 727-919-3915

Owners with over 30 years of experience in the Florida Green Industry!

@redtreelandscapesystems

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Pasco

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President / Owner for RedTree Landscape Systems, LLC ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

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

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

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

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: N/A.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual **(i.e., by no later than [BID PROTEST DEADLINE] at 5:00 PM (EST))**, 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 proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

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

Dated this 17th day of August, 2025.

Proposer: _____
By: David Lucadano
Title: President / Owner

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 17th day of August, 2025, by David Lucadano, as President / Owner of RedTree Landscape Systems, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA
DACIA KRISTEEN TROMBETTA
MY COMMISSION # HH 694338
EXPIRES: July 28, 2029

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

LEGAL AUTHORITY FOR SIGNATURE

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of:
RedTree Landscape Systems, LLC ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through V) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 17th day of August, 2025.

Proposer: _____
By: David Lucadano
Title: President / Owner

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___online notarization, this 17th day of August, 2025, by David Lucadano, as President / Owner of RedTree Landscape Systems, LLC, on its behalf. He/She [_____] is personally known to me or [_____] produced _____ as identification.

DACIA KRISTEEN TROMBETTA
MY COMMISSION # HH 694338
EXPIRES: July 28, 2029

_____
Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Deerbrook Community Development District.

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President / Owner for RedTree Landscape Systems, LLC ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.

3. Proposer's business address is 5532 Auld Lane, Holiday, FL 34690

4. Proposer's Federal Employer Identification Number (FEIN) is 82-3591450

   (If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or,

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this 17th day of August, 2025.

Proposer: _____

By: David Lucadano

Title: President / Owner

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ✓ physical presence or__ online notarization, this 17th day of August, 2025, by David Lucadano, as President / Owner of RedTree Landscape Systems, LLC, on its behalf. He/She [_____] is personally known to me or [_____] produced _____ as identification.

DACIA KRISTEEN TROMBETTA
MY COMMISSION # HH 694338
EXPIRES: July 28, 2029

_____
Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

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

1. This sworn statement is submitted to Deerbrook Community Development District ("District").

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President/ Owner for RedTree Landscape Systems, LLC ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.

3. Proposer's business address is 55322 Auld Lane, Holiday, FL 34690

4. Proposer's Federal Employer Identification Number (FEIN) is 82-3591450

   (If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of $1 million or more.

6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 17th day of August, 2025.

Proposer: _____
By: David Lucadano
Title: President / Owner

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization, this 17th day of August, 2025, by David Lucadano, as President / Owner of, RedTree Landscape Systems, LLC _____ on its behalf. He/She [✓] is personally known to me or [____] produced _____ as identification.

DACIA KRISTEEN TROMBETTA
MY COMMISSION # HH 694338
EXPIRES: July 28, 2029

_____
Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

(X)Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

(☐) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

(☐) There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

(☐) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

(☐) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

EXHIBIT "C" - BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISTING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$ 197,640.00 /yr.**

- Storm Cleanup 85.00 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Covering of all seasonal color beds with frost protection cloth.

$1,800.00 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$75.00 /hr. for employee with hand-held hose

$ 350.00 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **$ 12,420.00 /yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert + PreM	1	1300	$ 1,768.00
April	PreM	0.5	700	$ 952.00
April	Soluble Nitrogen	1	1300	$ 1,768.00
June	Slow Release Nitrogen	1	1300	$ 1,768.00
August	Fe Foliar	0.5	725	$ 986.00
October	Complete fert + PreM	1	1300	$ 1,768.00

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	Complete fert + PreM	1	400	$ 544.00
April	Soluble Nitrogen	0.5	200	$ 272.00
May	Slow Release Nitrogen	1	400	$ 544.00
July	Fe Foliar	0.5	200	$ 272.00
August	Slow Release Nitrogen	1	400	$ 520.00
October	Complete fert + PreM	1	400	$ 544.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert	5	250	$ 340.00
June	Complete fert	5	250	$ 340.00
October	Complete fert	5	250	$ 870.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00
June	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00
October	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00
November	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 5,400.00 /yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ 300/tree /yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Sylvester		1	$75.00	$300.00
Adonidia		1	$75.00	$300.00

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 2,500.00 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 11,880.00 /yr.**

Freeze Protection (description of ability)
Assuring all irrigation components are bled of water, shut down and protected from any possible damage

$800.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 150.00 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

See attached price list.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

300 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ **65.00** /CY
(app. October) $ **19,500.00** /installation

And

250 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ **65.00** /CY
(app. April $ **16,250.00**/installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ **21,125.00** /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 227,340.00 / Initial Term

FIRST ANNUAL RENEWAL	$ 227,340.00 /yr.
SECOND ANNUAL RENEWAL	$ 238,086.00 /yr.
THIRD ANNUAL RENEWAL	$ 238,086.00 /yr.
FOURTH ANNUAL RENEWAL	$ 249,369.30 /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

Contractor/Firm Name RedTree Landscape Systems, LLC

Firm Address 5532 Auld Lane

City/State/Zip Holiday, FL 34690

Phone Number (727) 919-3913 Fax Number (727) 922-2298

Name and Title of Representative David Lucadano, President / Owner
(Please Print)



Representative's Signature

Date August 17, 2025

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. N / A 2. 3. 4. 5.

Dated this 17th day of August, 2025

BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISITING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the first annual renewal should Contractor's prices change.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$ 197,640.00 /yr.**

- Storm Cleanup 85.00 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Covering of all seasonal color beds with frost protection cloth.

$1,800.00 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$75.00 /hr. for employee with hand-held hose

$ 350.00 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **$ 12,420.00 /yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert + PreM	1	1300	$ 1,768.00
April	PreM	0.5	700	$ 952.00
April	Soluble Nitrogen	1	1300	$ 1,768.00
June	Slow Release Nitrogen	1	1300	$ 1,768.00
August	Fe Foliar	0.5	725	$ 986.00
October	Complete fert + PreM	1	1300	$ 1,768.00

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	Complete fert + PreM	1	400	$ 544.00
April	Soluble Nitrogen	0.5	200	$ 272.00
May	Slow Release Nitrogen	1	400	$ 544.00
ıly	Fe Foliar	0.5	200	$ 272.00
August	Slow Release Nitrogen	1	400	$ 520.00
October	Complete fert + PreM	1	400	$ 544.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert	5	250	$ 340.00
June	Complete fert	5	250	$ 340.00
October	Complete fert	5	250	$ 870.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00
June	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00
October	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00
November	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 5,400.00 /yr.**
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ 300/tree/yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Sylvester	1	1	$75.00	$3000.00
Adonidia	1	1	$75.00	$300.00

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants
For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 2,500.00 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 11,880.00 /yr.**

Freeze Protection (description of ability) Assuring all irrigation components are bled of water, shut down and protected from any possible damage

$800.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 150.00 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

See attached price list.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

300 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ **65.00** /CY
(app. October) $ **19,500.00** /installation

And

250 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ **65.00** /CY
(app. April $ **16,250.00**/installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ **21,125.00** /yr.
(if both topdressings are performed - do not include in Grand Total)

Additionally, based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2 , 3 & 4 - This is what contract will be written for)

$ 227,340.00 / First Annual Renewal

SECOND ANNUAL RENEWAL	$ **238,086.00** /yr.
THIRD ANNUAL RENEWAL	$ **238,086.00** /yr.
FOURTH ANNUAL RENEWAL	$ **249,369.30** /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the four possible annual renewal periods.**

Contractor/Firm Name RedTree Landscape Systems, LLC

Firm Address 5532 Auld Lane

City/State/Zip Holiday, FL 34690

Phone Number (727) 919-3913 Fax Number (727) 922-2298

Name and Title of Representative David Lucadano, President / Owner
(Please Print)

Representative's Signature 

Date August 17, 2025

BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISTING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the second annual renewal should Contractor's prices change.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$ 207,522.00 /yr.**

- Storm Cleanup 85.00 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Covering of all seasonal color beds with frost protection cloth.

$1,800.00 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$75.00 /hr. for employee with hand-held hose

$ 350.00 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **$ 12,420.00 /yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert + PreM	1	1300	$ 1,768.00
April	PreM	0.5	700	$ 952.00
April	Soluble Nitrogen	1	1300	$ 1,768.00
June	Slow Release Nitrogen	1	1300	$ 1,768.00
August	Fe Foliar	0.5	725	$ 986.00
October	Complete fert + PreM	1	1300	$ 1,768.00

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	Complete fert + PreM	1	400	$ 544.00
April	Soluble Nitrogen	0.5	200	$ 272.00
May	Slow Release Nitrogen	1	400	$ 544.00
ıly	Fe Foliar	0.5	200	$ 272.00
August	Slow Release Nitrogen	1	400	$ 520.00
October	Complete fert + PreM	1	400	$ 544.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert	5	250	$ 340.00
June	Complete fert	5	250	$ 340.00
October	Complete fert	5	250	$ 870.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00
June	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00
October	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00
November	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 5,670.00 /yr.**
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ 300.00/tree / yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Sylvester	0	1	$75.00	0
Adonidia	0	1	$75.00	0

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 2,500.00 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 12,474.00 /yr.**

Freeze Protection (description of ability) Assuring all irrigation components are bled of water, shut down and protected from any possible damage

$800.00/application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 150.00 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

See attached price list.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

300 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ **65.00** /CY
(app. October) $ **19,500.00** /installation

And

250 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ **65.00** /CY
(app. April $ **16,250.00**/installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ **21,125.00** /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 238,086.00 / Second Annual Renewal

THIRD ANNUAL RENEWAL	$ **238,086.00** /yr.
FOURTH ANNUAL RENEWAL	$ **249,369.30** /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the four possible annual renewal periods.**

Contractor/Firm Name RedTree Landscape Systems, LLC

Firm Address 5532 Auld Lane

City/State/Zip Holiday, FL: 34690

Phone Number (727) 919-3913 Fax Number (727) 922-2298

Name and Title of Representative David Lucadano, President / Owner
(Please Print)

Representative's Signature. 

Date August 17, 2025

BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISTING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the third annual renewal should Contractor's prices change.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$ 207,522.00 /yr.**

- Storm Cleanup 85.00 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Covering of all seasonal color beds with frost protection cloth.

$1,800.00 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$75.00 /hr. for employee with hand-held hose

$ 350.00 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **$ 12,420..00 /yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert + PreM	1	1300	$ 1,768.00
April	PreM	0.5	700	$ 952.00
April	Soluble Nitrogen	1	1300	$ 1,768.00
June	Slow Release Nitrogen	1	1300	$ 1,768.00
August	Fe Foliar	0.5	725	$ 986.00
October	Complete fert + PreM	1	1300	$ 1,768.00

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	Complete fert + PreM	1	400	$ 544.00
April	Soluble Nitrogen	0.5	200	$ 272.00
May	Slow Release Nitrogen	1	400	$ 544.00
uly	Fe Foliar	0.5	200	$ 272.00
August	Slow Release Nitrogen	1	400	$ 520.00
October	Complete fert + PreM	1	400	$ 544.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert	5	250	$ 340.00
June	Complete fert	5	250	$ 340.00
October	Complete fert	5	250	$ 870.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00
June	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00
October	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00
November	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 5,670.00 /yr.**
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ 300.00/ tree /yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Sylvester	0	1	$75.00	0
Adonidia	0	1	$75.00	0

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 2,500.00 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 12,474.00 /yr.**

Freeze Protection (description of ability) Assuring all irrigation components are bled of water, shut down and protected from any possible damage

$800.00/application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 150.00 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

See attached price list.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

300 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ **65.00** /CY
(app. October) $ **19,500.00** /installation

And

250 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ **65.00** /CY
(app. April $ **16,250.00**/installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ **21,125.00** /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 238,086.00 / Third Annual Renewal

FOURTH ANNUAL RENEWAL $ 249,369.30 /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the four possible annual renewal periods.**

Contractor/Firm Name RedTree Landscape Systems, LLC

Firm Address 5532 Auld Lane

City/State/Zip Holiday, FL 34690

Phone Number (727) 919-3913 Fax Number (727) 922-2298

Name and Title of Representative David Lucadano, President / Owner
(Please Print)

Representative's Signature

Date August 17, 2025

BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISTING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the fourth annual renewal should Contractor's prices change.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$ 217,898.10 /yr.**

- Storm Cleanup 85.00 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Covering of all seasonal color beds with frost protection cloth.

$1,800.00 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$75.00 /hr. for employee with hand-held hose

$ 350.00 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **$ 12,420.00 /yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert + PreM	1	1300	$ 1,768.00
April	PreM	0.5	700	$ 952.00
April	Soluble Nitrogen	1	1300	$ 1,768.00
June	Slow Release Nitrogen	1	1300	$ 1,768.00
August	Fe Foliar	0.5	725	$ 986.00
October	Complete fert + PreM	1	1300	$ 1,768.00

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	Complete fert + PreM	1	400	$ 544.00
April	Soluble Nitrogen	0.5	200	$ 272.00
May	Slow Release Nitrogen	1	400	$ 544.00
uly	Fe Foliar	0.5	200	$ 272.00
August	Slow Release Nitrogen	1	400	$ 520.00
October	Complete fert + PreM	1	400	$ 544.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert	5	250	$ 340.00
June	Complete fert	5	250	$ 340.00
October	Complete fert	5	250	$ 870.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00
June	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00
October	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00
November	8N-0P2O5-12K2O+4Mg	1.5	100	$ 136.00

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 5,953.50 /yr.**
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ 300/tree /yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Sylvester	0	1	$75.00	0
Adonidia	0	1	$75.00	0

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 500.00 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 13,097.70 /yr.**

Freeze Protection (description of ability) Assuring all irrigation components are bled of water, shut down and protected from any possible damage

$800.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 150.00 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

See attached price list.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

300 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ **65.00** /CY
(app. October) $ **19,500.00** /installation

And

250 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ **65.00** /CY
(app. April $ **16,250.00**/installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ **21,125.00** /yr.
(if both topdressings are performed - do not include in Grand Total) / yr. (if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside ve

GRAND TOTAL (PARTS 1, 2, 3 & 4- This is what contract will be written for)

$ 249,369.30 / Fourth Annual Renewal

Contractor/Firm Name RedTree Landscape Systems, LLC

Firm Address 5532 Auld Lane

City/State/Zip Holiday, FL 34690

Phone Number (727) 919-3913 Fax Number (727) 922-2298

Name and Title of Representative David Lucadano, President / Owner
(Please Print)

Representative's Signature

Date August 17, 2025

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
FUTURE AMENITY LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$ 21,960.00 /yr.**

- Storm Cleanup 85.00 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Covering of all seasonal color beds with frost protection cloth.

$500.00 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$75.00 /hr. for employee with hand-held hose

$ 350.00 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **$ 1,380.00 /yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert + PreM	1	50	$ 93.00
April	PreM	0.5	25	$ 41.50
April	Soluble Nitrogen	1	50	$ 83.00
June	Slow Release Nitrogen	1	50	$ 83.00
August	Fe Foliar	0.5	25	$ 41.50
October	Complete fert + PreM	1	50	$ 83.00

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	Complete fert + PreM	1	50	$ 83.00
April	Soluble Nitrogen	0.5	25	$ 41.50
May	Slow Release Nitrogen	1	50	$ 83.00
July	Fe Foliar	0.5	25	$ 41.50
August	Slow Release Nitrogen	1	50	$ 65.00
October	Complete fert + PreM	1	50	$ 83.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert	5	50	$ 83.00
June	Complete fert	5	50	$ 83.00
October	Complete fert	5	50	$ 60.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00
June	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00
October	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00
November	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 600.00 /yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ 300/tree /yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Sylvester	1	1	$75.00	$300.00
Adonidia	1	1	$75.00	$300.00

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 500.00 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 1,320.00 /yr.**

Freeze Protection (description of ability) Assuring all irrigation components are bled of water, shut down and protected from any possible damage

$300 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 150.00 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

See attached price list.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

125 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65.00 /CY
(app. October) $ 8,125.00 /installation

And

100 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65.00 /CY
(app. April $ 6,500.00 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 14,625.00 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 25,260.00 / Initial Term

FIRST ANNUAL RENEWAL	$ **25,260.00** /yr.
SECOND ANNUAL RENEWAL	$ **26,454.00** /yr.
THIRD ANNUAL RENEWAL	$ **26,454.00** /yr.
FOURTH ANNUAL RENEWAL	$ **27,707.70** /yr.

Contractor/Firm Name RedTree Landscape Systems, LLC

Firm Address 5532 Auld Lane

City/State/Zip Holiday, FL 34690

Phone Number (727) 919-3913 Fax Number (727) 922-2298

Name and Title of Representative David Lucadano, President / Owner
(Please Print)

Representative's Signature 

Date August 17, 2025

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
FUTURE AMENITY LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the first annual renewal should Contractor's prices change

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$ 21,960.00 /yr.**

- Storm Cleanup 85.00 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Covering of all seasonal color beds with frost protection cloth.

$500.00 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$75.00 /hr. for employee with hand-held hose

$ 350.00 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **$ 1,380.00 /yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert + PreM	1	50	$ 93.00
April	PreM	0.5	25	$ 41.50
April	Soluble Nitrogen	1	50	$ 83.00
June	Slow Release Nitrogen	1	50	$ 83.00
August	Fe Foliar	0.5	25	$ 41.50
October	Complete fert + PreM	1	50	$ 83.00

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	Complete fert + PreM	1	50	$ 83.00
April	Soluble Nitrogen	0.5	25	$ 41.50
May	Slow Release Nitrogen	1	50	$ 83.00
July	Fe Foliar	0.5	25	$ 41.50
August	Slow Release Nitrogen	1	50	$ 65.00
October	Complete fert + PreM	1	50	$ 83.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert	5	50	$ 83.00
June	Complete fert	5	50	$ 83.00
October	Complete fert	5	50	$ 60.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00
June	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00
October	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00
November	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 600.00 /yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ 300.00/tree /yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
	1	1	$74.00	$300.00

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 500.00 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$1,320.00 /yr.**

Freeze Protection (description of ability) Assuring all irrigation components are bled of water, shut down and protected from any possible damage

$300.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 150.00 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

See attached price list.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

125 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65.00 /CY
(app. October) $ 8,125.00 /installation

And

100 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65.00 /CY
(app. April $ 6,500.00 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 14,625.00 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 25,260.00 / 1st annual renewal

SECOND ANNUAL RENEWAL	$ **26,454.00** /yr.
THIRD ANNUAL RENEWAL	$ **26,454.00** /yr.
FOURTH ANNUAL RENEWAL	$ **27,707.70** /yr.

Contractor/Firm Name RedTree Landscape Systems, LLC

Firm Address 5532 Auld Lane

City/State/Zip Holiday, FL 34690

Phone Number (727) 919-3913 Fax Number (727) 922-2298

Name and Title of Representative David Lucadano, President / Owner
(Please Print)

Representative's Signature 

Date August 17, 20225

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
FUTURE AMENITY LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the second annual renewal should Contractor's prices change

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$ 23,058.00 /yr.**

- Storm Cleanup 85.00 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Covering of all seasonal color beds with frost protection cloth.

$500.00 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$75.00 /hr. for employee with hand-held hose

$ 350.00 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **$ 1,380.00 /yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert + PreM	1	50	$ 93.00
April	PreM	0.5	25	$ 41.50
April	Soluble Nitrogen	1	50	$ 83.00
June	Slow Release Nitrogen	1	50	$ 83.00
August	Fe Foliar	0.5	25	$ 41.50
October	Complete fert + PreM	1	50	$ 83.00

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	Complete fert + PreM	1	50	$ 83.00
April	Soluble Nitrogen	0.5	25	$ 41.50
May	Slow Release Nitrogen	1	50	$ 83.00
July	Fe Foliar	0.5	25	$ 41.50
August	Slow Release Nitrogen	1	50	$ 65.00
October	Complete fert + PreM	1	50	$ 83.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert	5	50	$ 83.00
June	Complete fert	5	50	$ 83.00
October	Complete fert	5	50	$ 60.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00
June	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00
October	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00
November	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 630.00 /yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ 300.00/tree/yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Sylvester	0	1	$75.00	
Adonidia	0	1	$75.00	

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 500.00 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 1,386.00 /yr.**

Freeze Protection (description of ability) Assuring all irrigation components are bled of water, shut down and protected from any possible damage

$300.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 150.00 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

See attached price list.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

125 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65.00 /CY
(app. October) $ 8,125.00 /installation

And

100 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65.00 /CY
(app. April $ 6,500.00 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 14,625.00 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 26,454.00 / 2nd annual renewal

THIRD ANNUAL RENEWAL	$ **26,454.00** /yr.
FOURTH ANNUAL RENEWAL	$ **27,707.70** /yr.

Contractor/Firm Name RedTree Landscape Systems, LLC

Firm Address 5532 Auld Lane

City/State/Zip Holiday, FL 34690

Phone Number (727) 919-3913 Fax Number (727) 922-2298

Name and Title of Representative David Lucadano, President / Owner
(Please Print)

R

epresentative's Signature

Date August 17, 2025

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
FUTURE AMENITY LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the third annual renewal should Contractor's prices change

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$ 23,058.00 /yr.**

- Storm Cleanup 85.00 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Covering of all seasonal color beds with frost protection cloth.

$500.00 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$75.00 /hr. for employee with hand-held hose

$ 350.00 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **$ 1,380.00 /yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert + PreM	1	50	$ 93.00
April	PreM	0.5	25	$ 41.50
April	Soluble Nitrogen	1	50	$ 83.00
June	Slow Release Nitrogen	1	50	$ 83.00
August	Fe Foliar	0.5	25	$ 41.50
October	Complete fert + PreM	1	50	$ 83.00

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	Complete fert + PreM	1	50	$ 83.00
April	Soluble Nitrogen	0.5	25	$ 41.50
May	Slow Release Nitrogen	1	50	$ 83.00
July	Fe Foliar	0.5	25	$ 41.50
August	Slow Release Nitrogen	1	50	$ 65.00
October	Complete fert + PreM	1	50	$ 83.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert	5	50	$ 83.00
June	Complete fert	5	50	$ 83.00
October	Complete fert	5	50	$ 60.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00
June	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00
October	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00
November	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 630.00 /yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ 300.00/tree /yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Sylvester	0	1	$75.00	0
Anodidia	0	1	$75.00	0

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 500.00 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 1,386.00 /yr.**

Freeze Protection (description of ability) Assuring all irrigation components are bled of water, shut down and protected from any possible damage

$300.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 150.00 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

See attached price list.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

125 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65.00 /CY
(app. October) $ 8,125.00 /installation

And

100 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65.00 /CY
(app. April $ 6,500.00 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 14,625.00 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 26,454.00 / 3rd annual renewal

FOURTH ANNUAL RENEWAL $ 27,707.70 /yr.

Contractor/Firm Name RedTree Landscape Systems, LLC

Firm Address 5532 Auld Lane

City/State/Zip Holiday , FL 34690

Phone Number (727) 919-3913 Fax Number (727) 922-2298

Name and Title of Representative David Lucadano, President / Owner
(Please Print)

Representative's Signature

Date August 17, 2025

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
FUTURE AMENITY LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the fourth annual renewal should Contractor's prices change

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$ 24,210.90 /yr.**

- Storm Cleanup 85.00 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Covering of all seasonal color beds with frost protection cloth.

$500.00 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$75.00 /hr. for employee with hand-held hose

$ 350.00 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **$ 1,380.00 /yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert + PreM	1	50	$ 93.00
April	PreM	0.5	25	$ 41.50
April	Soluble Nitrogen	1	50	$ 83.00
June	Slow Release Nitrogen	1	50	$ 83.00
August	Fe Foliar	0.5	25	$ 41.50
October	Complete fert + PreM	1	50	$ 83.00

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	Complete fert + PreM	1	50	$ 83.00
April	Soluble Nitrogen	0.5	25	$ 41.50
May	Slow Release Nitrogen	1	50	$ 83.00
July	Fe Foliar	0.5	25	$ 41.50
August	Slow Release Nitrogen	1	50	$ 65.00
October	Complete fert + PreM	1	50	$ 83.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert	5	50	$ 83.00
June	Complete fert	5	50	$ 83.00
October	Complete fert	5	50	$ 60.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00
June	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00
October	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00
November	8N-0P2O5-12K2O+4Mg	1.5	50	$ 83.00

Please list any additional fertilization for those plant materials requiring specialized applications

.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 661.50 /yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ 300.00/tree /yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Sylvester	1	1	$75.00	0
Anodidia	0	1	$75.00	0

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 500.00 / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 1,455.30 /yr.**

PART 5

Freeze Protection (description of ability)
Assuring all irrigation components are bled of water, shut down and protected from any possible damage

$300.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 150.00 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

See attached price list.

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

125 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65.00 /CY
(app. October) $ 8,125.00 /installation

And

100 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65.00 /CY
(app. April $ 6,500.00 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 14,625.00 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 27,707.70 / 4th annual renewal

Contractor/Firm Name RedTree Landscape Systems, LLC

Firm Address 5532 Auld Lane

City/State/Zip Holiday, FL 34690

Phone Number (727) 919-3913 Fax Number (727) 922-2298

Name and Title of Representative David Lucadano, President / Owner
(Please Print)

Representative's Signature

Date August 17, 2025

COST BREAKOUT FOR GENERAL LANDSCAPE MAINTENANCE

General Landscape Maintenance

Mowing, hard edging, blowing off hard surfaces:	$ 2,300.00 / event
Pond bank mowing, including line-trimming to water's edge:	$ 1,500.00 / event
Bed detailing, including weeding, soft edging, shrub pruning, delineation and dead-wooding, dead-heading of annuals, trash and landscape litter removal:	$ 2,600.00 / event
Tree Lifting:	$ 300.00/ tree / event
Palm Pruning, including seed pods, old flower stalks, and inflorescence, vines & volunteers:	$ $75.00 / tree / event

LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	$75.00	Hour
B.	Bush-Hog w/operator	$175.00	Hour
C.	Tractor w/operator	$175.00	Hour
D.	Supervisor with Transportation	$100.00	Hour
E.	Laborer with hand equipment	$65.00	Hour
F.	Truck w/driver	$100.00	Hour
G.	Irrigation Tech	$75.00	Hour
H.	Granular Pesticide Applicator		
	Person with Drop Spreader	$75.00	Hour
I.	Liquid Pesticide Applicator		
	Person with Spray Truck	$100.00	Hour
J.	Granular Fertilizer Applicator		
	Person with Drop Applicator	$75.00	Hour
K.	Liquid Fertilizer Applicator		
	Person with Spray Truck	$100.00	Hour
L.	Granular Weed Control Applicator		
	Person with Drop Applicator	$75.00	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	$100.00	Hour
N.	Laborer for Additional Trash Pick-Up	$60.00	Hour
O.	Lump Sum Mowing ([1]), entire community	$3,800.00	Per Mow

[1] Mowing shall include mowing, edging, weed eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

Labor rate for storm cleanup	$500.00 per Crew Hour
Labor for Emergency Service	$100.00 Per Hour

B. Debris removal equipment unit costs:

Skid Steer	$150.00 per Hour
Tractor / Loader	$250.00 per Hour
Dump Truck	$350.00 per Hour

C. Other emergency/disaster related unit costs:

Hauling	$150.00 per Hour
Debris Disposal	$75.00 per Yard

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Item Name	Category Name	Item Type	Purchase Unit Type	Item Cost
1/8" Coupling*	Irrigation	Material	EA	$ 0.43
1/8" Tee*	Irrigation	Material	EA	$ 1.50
1/2" Cap*	Irrigation	Material	EA	$ 0.57
1/2" Coupling*	Irrigation	Material	EA	$ 0.43
1/2" Crimp Clamps*	Irrigation	Material	EA	$ 0.43
1/2" Female 90*	Irrigation	Material	EA	$ 0.43
1/2" Female Adaptor*	Irrigation	Material	EA	$ 0.43
1/2" Figure 8 Line End*	Irrigation	Material	EA	$ 0.11
1/2" Flex*	Irrigation	Material	EA	$ 0.86
1/2" Funny 90 Barb Fitting*	Irrigation	Material	EA	$ 1.14
1/2" Insert Barb Coupling*	Irrigation	Material	EA	$ 1.43
1/2" Liquid Tight MA*	Irrigation	Material	EA	$ 3.12
1/2" Male Adaptor*	Irrigation	Material	EA	$ 0.43
1/2" PVC Pipe (Purple)*	Irrigation	Material	FT	$ 0.37
1/2" PVC Pipe (White)*	Irrigation	Material	FT	$ 0.20
1/2" Slip 90*	Irrigation	Material	EA	$ 0.43
1/2" Slip Fix*	Irrigation	Material	EA	$ 5.89
1/2" Street 90*	Irrigation	Material	EA	$ 0.87
1/2" SXT Cap*	Irrigation	Material	EA	$ 0.74
1/2" Tee SXSXS*	Irrigation	Material	EA	$ 0.57
1/2" Tee SXTXS**	Irrigation	Material	EA	$ 0.86
3/4" Cap SXS*	Irrigation	Material	EA	$ 0.74
3/4" Coupling*	Irrigation	Material	EA	$ 0.57
3/4" Drip Feed Straight Connector*	Irrigation	Material	EA	$ 1.43
3/4" Female 90*	Irrigation	Material	EA	$ 0.86
3/4" Female Adaptor*	Irrigation	Material	EA	$ 0.71
3/4" Flex*	Irrigation	Material	EA	$ 1.00
3/4" Male Adaptor*	Irrigation	Material	EA	$ 0.57
3/4" Pressure Relief Valve*	Irrigation	Material	EA	$ 159.00
3/4" PVC Pipe (Purple)*	Irrigation	Material	FT	$ 0.29
3/4" PVC Pipe (White)*	Irrigation	Material	FT	$ 0.29
3/4" Slip 90*	Irrigation	Material	EA	$ 0.57
3/4" Slip Fix*	Irrigation	Material	EA	$ 8.29
3/4" Street 90 XST*	Irrigation	Material	EA	$ 1.20
3/4" Tee SXSXS*	Irrigation	Material	EA	$ 0.86
3/4" x 1/2" RB SXS*	Irrigation	Material	EA	$ 0.71
3/4" x 1/2" RB SXT*	Irrigation	Material	EA	$ 0.86
3/4" x 1/2" ST 90*	Irrigation	Material	EA	$ 1.43

3/4" x 1/2" Tee*	Irrigation	Material	EA	$ 0.86
1" Back Flow - Apollo 4A Pressure Vacuum Breaker 1 in. Bronze with Ball Valves*	Irrigation	Material	EA	$ 152.00
1" Cap SXS*	Irrigation	Material	EA	$ 0.71
1" Coupling*	Irrigation	Material	EA	$ 1.00
1" Female Coupling	Irrigation	Material	EA	$ 0.64
1" Flex*	Irrigation	Material	EA	$ 1.57
1" Hunter PGV SXS*	Irrigation	Material	EA	$ 14.29
1" Hunter Valve with Flow Control	Irrigation	Material	EA	$ 74.29
1" Irritol Valves SXS**	Irrigation	Material	EA	$ 16.00
1" Male Adaptor*	Irrigation	Material	EA	$ 1.14
1" Pressure Relief Valve*	Irrigation	Material	EA	$ 117.14
1" PVC Pipe (Purple)*	Irrigation	Material	FT	$ 0.57
1" PVC Pipe (White)*	Irrigation	Material	FT	$ 0.29
1" RainBird DV 100 SXS*	Irrigation	Material	EA	$ 14.29
1" Slip 90*	Irrigation	Material	EA	$ 0.86
1" Slip Fix*	Irrigation	Material	EA	$ 9.43
1" Street 90 SXT*	Irrigation	Material	EA	$ 1.68
1" SXS Ball Valve*	Irrigation	Material	EA	$ 3.14
1" SXT Cap	Irrigation	Material	EA	$ 1.29
1" Tee SXSXS*	Irrigation	Material	EA	$ 1.14
1" x 1/2" x 1" SXT*	Irrigation	Material	EA	$ 2.57
1" x 3/4" RB SXT*	Irrigation	Material	EA	$ 0.57
1" x 3/4" SXS*	Irrigation	Material	EA	$ 1.00
1" x 3/4" x 1" SXT*	Irrigation	Material	EA	$ 2.71
1-1/4" Cap SxS*	Irrigation	Material	EA	$ 0.86
1-1/4" Cap SxT*	Irrigation	Material	EA	$ 1.40
1-1/4" Coupling*	Irrigation	Material	EA	$ 1.29
1-1/4" Male Adaptor *	Irrigation	Material	EA	$ 2.80
1-1/4" PVC Pipe*	Irrigation	Material	FT	$ 0.57
1-1/4" Slip 90*	Irrigation	Material	EA	$ 1.43
1-1/4" Slip Fix*	Irrigation	Material	EA	$ 10.71
1-1/4" Slip Tee*	Irrigation	Material	EA	$ 1.43
1-1/2" Coupling*	Irrigation	Material	EA	$ 1.14
1-1/2" Female Adaptor*	Irrigation	Material	EA	$ 2.00
1-1/2" Flex*	Irrigation	Material	EA	$ 4.29
1-1/2" Hunter Scrubber Valve	Irrigation	Material	EA	$ 168.75
1-1/2" Irritrol Valve 200B*	Irrigation	Material	EA	$ 71.43

1-1/2" Male Adaptor*	Irrigation	Material	EA	$ 1.86
1-1/2" PGA*	Irrigation	Material	EA	$ 85.71
1-1/2" PVC*	Irrigation	Material	FT	$ 0.86
1-1/2" RainBird Scrubber Valve*	Irrigation	Material	EA	$ 240.00
1-1/2" Slip 45*	Irrigation	Material	EA	$ 3.14
1-1/2" Slip 90*	Irrigation	Material	EA	$ 1.43
1-1/2" Slip Cap*	Irrigation	Material	EA	$ 0.86
1-1/2" Slip Fix*	Irrigation	Material	EA	$ 14.29
1-1/2" Tee*	Irrigation	Material	EA	$ 2.86
1-1/2" x 1" RB SxT*	Irrigation	Material	EA	$ 1.29
1-1/2" x 1/2" RB*	Irrigation	Material	EA	$ 1.01
1-1/2" x 1/2" Tee*	Irrigation	Material	EA	$ 2.14
1-1/2" x 1-1/4" RB*	Irrigation	Material	EA	$ 1.71
2" 2lb PVC CK Valve*	Irrigation	Material	EA	$ 63.00
2" Brass Gate Valve Wheel*	Irrigation	Material	EA	$ 37.57
2" Brass Gate Valve*	Irrigation	Material	EA	$ 55.00
2" Coupling*	Irrigation	Material	EA	$ 1.44
2" Elbow*	Irrigation	Material	EA	$ 2.96
2" Female Adaptor*	Irrigation	Material	EA	$ 1.71
2" Funny Fitting*	Irrigation	Material	EA	$ 1.14
2" Gate Valve*	Irrigation	Material	EA	$ 34.29
2" Hunter Scrubber Valve*	Irrigation	Material	EA	$ 214.29
2" Irritrol Valve w/ Flow Control*	Irrigation	Material	EA	$ 131.43
2" Irritrol Valve*	Irrigation	Material	EA	$ 131.43
2" Male Adaptor*	Irrigation	Material	EA	$ 3.34
2" PGA Valve*	Irrigation	Material	EA	$ 131.43
2" PVC Pipe (Purple)*	Irrigation	Material	FT	$ 1.43
2" PVC Pipe (White)*	Irrigation	Material	FT	$ 1.45
2" RainBird Scrubber Valve*	Irrigation	Material	EA	$ 186.00
2" SCH 40 (White)*	Irrigation	Material	FT	$ 1.03
2" Slip 45*	Irrigation	Material	EA	$ 2.40
2" Slip 90*	Irrigation	Material	EA	$ 2.05
2" Slip Cap*	Irrigation	Material	EA	$ 1.05
2" Slip Fix*	Irrigation	Material	EA	$ 20.00
2" SXS Ball Valve*	Irrigation	Material	EA	$ 12.00
2" Tee*	Irrigation	Material	EA	$ 3.57
2" VU-Flow Guard*	Irrigation	Material	EA	$ 7.29
2" x 1" RB*	Irrigation	Material	EA	$ 4.30

2" x 1-1/2" MA*	Irrigation	Material	EA	$ 3.14
2" x 1-1/2" Reducer*	Irrigation	Material	EA	$ 2.80
2-1/2" 90*	Irrigation	Material	EA	$ 6.20
2-1/2" Brass Gate Valve*	Irrigation	Material	EA	$ 56.29
2-1/2" Cap*	Irrigation	Material	EA	$ 3.50
2-1/2" Coupling*	Irrigation	Material	EA	$ 3.86
2-1/2" MA*	Irrigation	Material	EA	$ 4.00
2-1/2" PVC Pipe*	Irrigation	Material	FT	$ 2.14
2-1/2" RB 2" SXS*	Irrigation	Material	EA	$ 2.45
2-1/2" Slip Fix*	Irrigation	Material	EA	$ 37.14
2-1/2" Tee*	Irrigation	Material	EA	$ 9.00
2-1/2" x 1" RB*	Irrigation	Material	EA	$ 2.57
2-1/2" x 1/2" RB*	Irrigation	Material	EA	$ 3.40
2-1/2" x 1-1/2" Tee*	Irrigation	Material	EA	$ 6.77
2-1/2" x 2" MA*	Irrigation	Material	EA	$ 5.00
2-1/2" x 2" RB*	Irrigation	Material	EA	$ 3.71
3" 90*	Irrigation	Material	EA	$ 7.50
3" Brass Gate Valve*	Irrigation	Material	EA	$ 214.29
3" Coupling*	Irrigation	Material	EA	$ 4.75
3" Female Adaptor*	Irrigation	Material	EA	$ 5.43
3" Male Adaptor*	Irrigation	Material	EA	$ 6.00
3" Mega Lug*	Irrigation	Material	EA	$ 60.28
3" PVC Pipe (Reclaimed/Purple)*	Irrigation	Material	FT	$ 3.14
3" PVC Pipe*	Irrigation	Material	FT	$ 3.14
3" Slip Cap*	Irrigation	Material	EA	$ 3.71
3" Slip Fix*	Irrigation	Material	EA	$ 42.86
3" Tee*	Irrigation	Material	EA	$ 11.00
3" Transitional Gasket Kits*	Irrigation	Material	EA	$ 45.00
3" x 2" Reducer*	Irrigation	Material	EA	$ 5.25
4" 90*	Irrigation	Material	EA	$ 14.00
4" Coupling*	Irrigation	Material	EA	$ 10.29
4" PVC Pipe*	Irrigation	Material	FT	$ 5.03
4" Rotor*	Irrigation	Material	EA	$ 14.29
4" Slip Cap*	Irrigation	Material	EA	$ 10.00
4" Slip Fix*	Irrigation	Material	EA	$ 65.00
4" Tee*	Irrigation	Material	EA	$ 20.00
6" RainBird Spray Head*	Irrigation	Material	EA	$ 12.32
6" Rotor*	Irrigation	Material	EA	$ 25.71
6" Soil Staples*	Irrigation	Material	EA	$ 0.20

4" RainBird Spray Head*	Irrigation	Material	EA	$ 8.22
6" RainBird Spray Head*	Irrigation	Material	EA	$ 12.32
12" RainBird Spray Head*	Irrigation	Material	EA	$ 13.14
7" Round Purple Valve Box*	Irrigation	Material	EA	$ 14.29
9-Volt Battery*	Irrigation	Material	EA	$ 7.40
10" Round Valve Box*	Irrigation	Material	EA	$ 22.86
10" Valve Box Red Reclaim*	Irrigation	Material	EA	$ 20.00
14" x 19" x 12" Reclaim*	Irrigation	Material	EA	$ 22.86
19" x 6" Green Valve Box*	Irrigation	Material	EA	$ 14.29
Jumbo 13"x 20" x 12" Reclaim*	Irrigation	Material	EA	$ 42.86
Jumbo Valve Box Green Lid*	Irrigation	Material	EA	$ 65.00
Reclaim Caps*	Irrigation	Material	EA	$ 4.14
Rectangle Green Lid 1/2" Figure 8 Line End*	Irrigation	Material	EA	$ 0.46
14/1 Gauge RED*	Irrigation	Material	FT	$ 0.29
14/1 Gauge Wire White*	Irrigation	Material	FT	$ 0.29
18/10 Gauge Wire*	Irrigation	Material	FT	$ 0.74
18/12 Gauge Wire*	Irrigation	Material	FT	$ 0.77
18/13 Gauge Wire*	Irrigation	Material	FT	$ 1.00
18/2 Gauge Wire*	Irrigation	Material	FT	$ 0.37
18/25 Gauge Wire*	Irrigation	Material	FT	$ 1.43
18/4 Gauge Wire*	Irrigation	Material	FT	$ 0.34
18/5 Gauge Wire*	Irrigation	Material	FT	$ 0.37
18/6 Gauge Wire*	Irrigation	Material	FT	$ 0.71
18/7 Gauge Wire*	Irrigation	Material	FT	$ 0.69
Bare Copper Ground Wire 6 Gauge 500ft (20ft)	Irrigation	Material	EA	$ 20.58
2 Station Doubler*	Irrigation	Material	EA	$ 160.00
4 Station Doubler*	Irrigation	Material	EA	$ 145.71
40/60*	Irrigation	Material	EA	$ 20.00
5-Horse Single Face Control Box*	Irrigation	Material	EA	$ 470.00
12-ST Conventional Plastic Wall Mount Controller*	Irrigation	Material	EA	$ 875.00
Add Zone*	Irrigation	Material	EA	$ 200.00
Adjustable Bubbler*	Irrigation	Material	EA	$ 2.57
All Other Nozzle*	Irrigation	Material	EA	$ 1.65
Bag of Asphalt*	Irrigation	Material	EA	$ 13.43
Black King Wire Nuts*	Irrigation	Material	EA	$ 1.50
Blue King Wire Nuts*	Irrigation	Material	EA	$ 1.50

Concrete Donuts*	Irrigation	Material	EA	$ 1.29
Copper Grounding Plate 4"x 96"	Irrigation	Material	EA	$ 309.49
Drip Coupling*	Irrigation	Material	EA	$ 0.29
Drip Figure 8*	Irrigation	Material	EA	$ 1.34
Drip Line*	Irrigation	Material	FT	$ 1.00
EZ - Single Decoder Station*	Irrigation	Material	EA	$ 100.00
Fixed Bubbler*	Irrigation	Material	EA	$ 2.86
Funny Pipe Fitting (EA)*	Irrigation	Material	EA	$ 1.14
Grounding Rod with 15 ft of 6 AWG Bare Wire 5/8" x 8'	Irrigation	Material	EA	$ 80.23
High Jumbo 14x20*	Irrigation	Material	EA	$ 65.51
Hunter 2-Wire*	Irrigation	Material	FT	$ 147.36
Hunter ACC2 2-Wire Controller 75 Station Steel Wall Mount*	Irrigation	Material	EA	$ 1,475.13
Hunter ACC2 Decoder Controller Module 75 Station Plastic*	Irrigation	Material	EA	$ 1,399.99
Hunter ACC2 Decoder Expansion Module 75 Station*	Irrigation	Material	EA	$ 540.00
Hunter ACC2 Expansion Module 6 Station*	Irrigation	Material	EA	$ 315.00
Hunter Cell Fee	Irrigation	Material	Dollars	$ 114.29
Hunter Cellular Communication ACC2 Module*	Irrigation	Material	EA	$ 710.00
Hunter Cellular Communication ICC2 Module*	Irrigation	Material	EA	$ 653.36
Hunter DC Solenoid*	Irrigation	Material	EA	$ 54.86
Hunter Dual Decoder 100*	Irrigation	Material	EA	$ 150.00
Hunter ICC - 4 Station Module*	Irrigation	Material	EA	$ 85.00
Hunter ICC/ICC2 Expansion Module 8 Station*	Irrigation	Material	EA	$ 150.00
Hunter ICC2 - 22 Station Module*	Irrigation	Material	EA	$ 300.00
Hunter ICC2 Module 8 Controller*	Irrigation	Material	EA	$ 270.00
Hunter ICD 100*	Irrigation	Material	EA	$ 142.86
Hunter Node 100*	Irrigation	Material	EA	$ 137.14
Hunter Node 200*	Irrigation	Material	EA	$ 200.00
Hunter Node 400*	Irrigation	Material	EA	$ 250.00
Hunter Relay Booster*	Irrigation	Material	EA	$ 248.70

Hunter Shrub Adaptor*	Irrigation	Material	EA	$ 0.86
Hunter Solenoid*	Irrigation	Material	EA	$ 34.86
Hunter Wireless Rain Sensor*	Irrigation	Material	EA	$ 80.00
Hunter X2 Wifi 4 Station Controller	Irrigation	Material	EA	$ 90.00
Hunter X2 Wifi 6 Station Controller	Irrigation	Material	EA	$ 128.00
Hunter X2 Wifi 8 Station Controller	Irrigation	Material	EA	$ 154.00
ICM 600*	Irrigation	Material	EA	$ 134.29
ICM 800*	Irrigation	Material	EA	$ 142.86
IRR - Misc. Hardware	Irrigation Materials	Material	EA	$ 150.00
Irrigation Misc Fittings	Irrigation Materials	Material	Dollars	$ 1.00
Irritol DC Latching Solenoid Assembly*	Irrigation	Material	EA	$ 30.82
Maxi Jet Nozzle*	Irrigation	Material	EA	$ 3.14
Micro Spray Head*	Irrigation	Material	EA	$ 3.14
Mini Click Rain Sensor*	Irrigation	Material	EA	$ 22.86
Mini Click Rain Sensor*	Irrigation	Material	EA	$ 25.00
Miscellaneous Parts	Irrigation	Material	EA	$ 200.00
Poly Riser Extension 1/2 in. x 1 in. MIPT*	Irrigation	Material	EA	$ 0.71
Poly Riser Extension 1/2 in. x 4 in. MIPT*	Irrigation	Material	EA	$ 0.71
Poly Riser Extension 3/4 in. x 1 in. MIPT*	Irrigation	Material	EA	$ 0.71
Poly Riser Extension 3/4 in. x 4 in. MIPT*	Irrigation	Material	EA	$ 0.71
Pot Stakes*	Irrigation	Material	EA	$ 1.00
Rain Bird Controller TM2 Outdoor 6 Station	Irrigation	Material	EA	$ 148.00
RainBird - 1 Station Decoder*	Irrigation	Material	EA	$ 171.43
RainBird ESP-ME Controller*	Irrigation	Material	EA	$ 175.00
RainBird Solenoid*	Irrigation	Material	EA	$ 48.14
40lbs Concrete Bag*	Irrigation	Material	EA	$ 6.00
Rusco Poly Nipple 1/2" x Closes MIPT *	Irrigation	Material	EA	$ 0.37
Soil/Dirt Bag*	Irrigation	Material	EA	$ 3.43
Toro Figure 8 - 16MM*	Irrigation	Material	EA	$ 0.24
XCH Hybrid 600*	Irrigation	Material	EA	$ 342.86

After The Storm

After the storm has left our area and conditions are safe for our staff to access allowable areas, we will immediately begin the process of inspecting properties and addressing service in a three-phase manner as follows:

PHASE 1 - EMERGENCIES (as listed above): Fallen trees will be cut and safely stacked close to the area of origin. Crews will then move on to address the next emergency until we are assured that all emergency scenarios on each of our client properties are addressed.

PHASE 2 - LARGE AESTHETICS: Fallen trees throughout the property that are not considered emergencies will either be re-planted / staked or removed, cut up and stored in piles located in safe locations throughout the property. This process will be performed in order of need until we are assured that all such needs on each of our client properties are addressed.

PHASE 3 - AESTHETICS: Small debris, branches and necessary blowing will be performed throughout the property. Debris will be stacked in piles located in safe locations throughout the property. This process will be performed in order of need until we are assured that all such needs on each of our client properties are addressed.

PHASE 4 - DEBRIS PICK-UP: As a last step in the storm clean-up process, debris piles will be removed from the property.

Project Component	Description
Emergency Storm Response	• Immediate emergency response team to remove trees from blocking streets, sidewalks and doorways. • Immediate emergency response team to remove trees off of structures or vehicles. • Crew will cut and stack debris in a safe location for removal at a non-emergency time. • Crew consists of (3) skilled arbor care specialists, a large grapple loader, a chipper, an aerial device, dump trucks and all necessary chainsaws / roping systems. • A Certified Arborist will direct the crew and be onsite to document conditions for insurance claims.
Post-Storm Property Service Recovery (Arbor Care)	• Post-emergency removal of fallen trees. • Post-emergency removal of large fallen debris. • Post-emergency stump grinding. • Includes debris removal, hauling fees and dumping fees. • Crew consists of (3) skilled arbor care specialists, a large grapple loader, a chipper, an aerial device, dump trucks and all necessary chainsaws / roping systems. • A Certified Arborist will direct the crew and assure that all damaged trees are properly assessed for hazard declarations or restorative pruning instruction.
Post-Storm Property Service Recovery	• Post-emergency removal of fallen light to medium debris. • Blowing of all hard surface areas. • Includes debris removal, hauling fees and dumping fees. • Crew consists of (6) grounds maintenance specialists. • Note that this work can be traded for scheduled / contracted grounds maintenance services if the Client so chooses.

Pricing Schedule

Service Component	Description	Hourly Rate
Heavy Equipment	Loader / skid steer / grapple unit	$ 300.00
Wood Chipper	12" Diameter chipper	$ 250.00
Tree Specialst	Trained climber	$ 200.00
Heavy Equipment Operator	Operator of heavy equipment	$ 150.00
Chainsaw Operator	Operator of chainsaw on ground	$ 95.00
General Labor	Labor to drag debris, rake and load	$ 75.00
Truck Load of Debris	Loading, hauling and dumping fees per truck	$ 900.00
Mobilization	Per day mobiilization of staff and equipment	$ 500.00

Pre-Approved Authorization Amount (Not To Exceed Without Additional Approval):

$_____

NOTE: Pre-approved clients receive first and priority response over any clients requesting proposals post the storm. After a storm, management time to prepare proposals is limited and it is a secondary activity to disaster relief and recovery for those clients who request and approve immediate action on their properties.

Authorized Board Representative **Title of Authorized Representative** **Date of Approval**

EXHIBIT "A" - SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week
NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 services (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be **immediately** re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of Deerbrook CDD's Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing/herbicide applications, etc. Weekend work is permitted when necessary upon prior approval. Any lawn that dies or becomes weak or unsightly (including heavy weed infestation, excessive insect or disease damage, etc.) shall be replaced at the sole cost of the Contractor. This excludes damage from water restrictions (only if automatic irrigation is completely and legally banned by the State and/or local authorities). At all times, Contractor must maintain the perimeters of all natural areas so the growth does not overtake the turf in open lawns, pond banks, tracts between the edges of the wetland and sidewalks, trails or roadways. Contractor is expected to regularly cut this material back and dispose of off-site on an as-needed basis. Contractors will be expected to maintain these tree lines in this trimmed condition throughout the duration of the contract.

1A) **POND MOWING** – All pond banks identified as such (green) on the overall Deerbrook Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water's edge or sod line (if water is not

present). Line trimming at water's edge and line trimming of all drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. As mentioned earlier, The DISTRICT requires mowers to be equipped with a mulching-type deck with mulch flap in the closed position, specifically around pond banks. If circumstances do not allow this, mowers must blow all clippings away from pond banks, but not into any residential lawns. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) **EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) shall be edged and/or line trimmed every week and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property**.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (i.e., MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, BOARDWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE ENTIRE PROPERTY (OR DESIGNATED SECTIONS) MUST BE MOWED, EDGED, LINE-TRIMMED AND ALL DEBRIS BLOWN OFF ALL PAVEMENT IN THE SAME DAY. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars.

(This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs over sidewalks/turf areas (10') in and outside of ROW's and roads (15'), respectively. This may depend on location and species of tree and shall vary according to DOT specs. All moss hanging from trees (including ball moss) shall be removed up to a height of 15' from all CDD-maintained trees on an as-needed basis. During the dormant season, ALL Crape Myrtles shall have ALL mosses removed up to a height of 15'. During this time, all Crape Myrtles less than 15' in height must be pruned. This includes the removal of all seed pods. Crape Myrtles are not to be "hat racked" at any time. Pencil to thumb pruning is the preferred method of Crape Myrtle pruning and shall be performed after threat of frost has passed but before new growth flushes. Any initial removal of all Spanish and Ball Mosses shall be included in the proposals and completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Deerbrook. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants sheared into rounded balls or unnatural shapes will not be allowed. In fact, shearing should be incorporated on a limited basis to not spread fungus and other disease. Selective pruning is the preferred method of shaping. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place and disposed of off-site. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, another solution will need to be proposed and executed.

Palms: **All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times.** This includes only the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning of palms shall never raise the canopy above the three o'clock – nine o'clock horizontal. Contractor will not be asked to trim a singular palm on the property but will be required to trim palms once a significant quantity of palms have a petticoat of dead fronds. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Flower/Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall utilize sterilized pruning equipment (preferably having a minimum of two sets of pruning tools to allow sterilization of previously used equipment between palms). Contractor shall

pay careful attention when pruning Medjool, Sylvester, Reclinata, Canary & Washington Palms. Palms on pool decks (and all other plant material, in general, on pool decks) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times.

4) **WEEDS AND GRASSES** – All shrub & groundcover beds as well as all turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre- & post-emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, FENCES, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The CONTRACTOR shall be responsible for the replacement of turf and ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) **MAINTENANCE OF PAVED AREAS** – All paved areas, including curb and gutter along roadways shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curb line or sidewalk expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) **CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as

these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) **REPLACEMENT OF PLANT MATERIAL** – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance or for the duration of the Contractor's contract, whichever is greater.

Reporting

Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule for the upcoming month. The Contractor shall also report on any deficiencies or items needing attention relating to disease and insects or other afflictions. Contractor shall prescribe the treatment plan he is to follow to remedy such afflictions.

PART 2

FERTILIZATION

Contractor shall abide by all requirements in Ordinance No. 14-16 regarding the application of fertilizer within Pasco County.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF PASCO COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of a line running east-west from coast to coast through Ocala and north of a line between Tampa & Vero Beach.)

All Bahia Sod:

March	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for warm- season weeds
April	A second application of PreM formulated for Bahia turf for warm-season weeds
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF) + PreM
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
October	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for cool-season weeds

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF + PreM
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	A complete fertilizer based on soil tests + PreM

The contractor shall submit a fertilizer label to Landscape Specialist for approval prior to application. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It

shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8-2-12+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, May, October & late November). The "2" should be reduced to "0" if a soil test indicates there is not a deficiency of Phosphorus in the soil. 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

The District requires that all fertilizer applied to all palms on the CDD property be 8-2-12+4Mg. The fertilizer label shall reflect that 100% of the N, K, Mg, and B sources be in slow-release or controlled-

release form and all the Mn, Fe Zn & Cu sources be water soluble (generally these will be sulfates, except for Fe, which can be chelated with EDTA or DTPA). No source of N, K, Mg or B should be water-soluble. This will be considered an unacceptable fertilizer. The information below reflects the most effective sources for the seven critical elements in Florida landscape palm fertilizers:

Element Recommended Sources:*

N - Sulfur-coated urea, resin (or polymer)-coated urea or ammonium salts, urea-formaldehyde
P - Superphosphate, triple superphosphate, coated diammonium phosphate
K - Sulfur-coated potassium sulfate (may have additional polymer coating)
Mg - Kieserite (magnesium sulfate monohydrate) granules
Mn - Manganese sulfate
Fe - Iron sulfate, FeEDTA and/or FeDTPA
B - Granubor® (sodium borate)

*Based on data from Broschat (1991, 1996, 1997, 2008) and Broschat and Elliott (2005)Archival copy: for current recommendations see http://edis.ifas.ufl.edu or your local extension office.

This item will not be included in the contract amount and fertilizer shall not be billed equally on a monthly basis but invoiced the month after application. Contractor is required to provide proposals for each application and proceed once District approval has been executed.

CONTRACTOR shall provide the DISTRICT with PALM fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity prior to purchase. This is to allow time to verify nutrient sources for the macro and micronutrients ensuring they are in slow-release or water-soluble forms. Payment will not be made until the correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the CDD's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Lethal Bronzing. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.
For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all green areas designated as "CDD Maintained – with irrigation unless otherwise noted" on the Maintenance Exhibit. Do NOT include roadway medians in this price nor lake banks, trails or between ponds and conservation areas. It is limited to those landscaped areas under automated irrigation.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems.

A. Irrigation Controllers
   1. Semi-automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

C. Irrigation Systems
   1. Manual test and inspection of each irrigation zone
   2. Clean and raise heads as necessary
   3. Adjust arc pattern and distance for required coverage areas
   4. Clean out irrigation valve boxes

D. Report
   1. Irrigation operation time
   2. Irrigation start time
   3. Maintenance items performed
   4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned, and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such

repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management, or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.

After the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads (includes spray heads), nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Lee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

PART 5
INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds & tree rings) with Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches **after compaction**.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner. Labor for trenching shall be included in the unit cost of the mulch.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard/bale and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.

[END OF SECTION]

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

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

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1.Peter Lucadano	40+	CEO /Owner	Operations & Finance
2.David Lucadano	40+	President / Owner	Operations & Management
3.Kevin Smith	30	Landscape Manager	Landscape Operations
4.Benjamin Garland	20	General Manager	Oversees Scope of Work
5.John Burkett	50+	Crew Operations Supervisor	GM Operations Supervison

Proposed Staffing Level

Landscape Maintenance staff will include; 29 laborers, 8 Supervisors, and 6 Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1.Juan Flores	20	Landscape Install Supervisor	Landscape Crew Supervision
2.Martin Flores	21	Lead Arborcare Supervisor	Arborcare Supervision
3.Tommy Wilson	30	Florida Licensed Applicator	PC / Fert Supervision
4.Matt Olson	40+	Irrigation Manager	Irrigation Supervision

2. Experience **(25 Points Possible) (____ Points Awarded)**

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1. Project Name/Location: Westchase CDD - Tampa, FL

   Contact: Dave Sylvanowicz Contact Phone: (813) 920-4268

   Project Type/Description: Community Development District

   Dollar Amount of Contract: $850K

   Your Company's Detailed Scope of Services for Project:

   Grounds Maintenance, Fertilization, Pest Control, Irrigation, Landscaping, Seasonal Color and Arborcare.

   Duration of Contract: START DATE: 2024 END DATE: current

2. Project Name/Location: Long Lake Ranch CDD - Lutz, FL

   Contact: Patricia Thibault Contact Phone: (407) 221-9153

   Project Type/Description: Community Development District

   Dollar Amount of Contract: $250K

   Your Company's Detailed Scope of Services for Project:

   Grounds Maintenance, Fertilization, Pest Control, Irrigation, Landscaping, Seasonal Color and Arborcare.

   Duration of Contract: START DATE: 2021 END DATE: current

3. Project Name/Location: Preserve at Wilderness Lake CDD - Wesley Chapel, FL

   Contact: Tish Dobson Contact Phone: (813) 758-4841

   Project Type/Description: Community Development District

   Dollar Amount of Contract: $260K

Your Company's Detailed Scope of Services for Project:

Grounds Maintenance, Fertilization, Pest Control, Irrigation, Landscaping, Seasonal Color and Arborcare.

Duration of Contract: START DATE: 2017 END DATE: current

4. Project Name/Location: Deerbrook CDD - Wesley Chapel, FL

Contact: Lynn Hayes Contact Phone: (813) 994-1001

Project Type/Description: Community Development District

Dollar Amount of Contract: $180K

Your Company's Detailed Scope of Services for Project:

Grounds Maintenance, Fertilization, Pest Control, Irrigation, Landscaping, Seasonal Color and Arborcare.

Duration of Contract: START DATE: 2024 END DATE: current

5. Project Name/Location: The Verandahs CDD - Hudson, FL

Contact: Sean Craft Contact Phone: (813) 994-1001 x 7858

Project Type/Description: Community Development District

Dollar Amount of Contract: $130K

Your Company's Detailed Scope of Services for Project:

Grounds Maintenance, Fertilization, Pest Control, Irrigation, Landscaping, Seasonal Color and Arborcare.

Duration of Contract: START DATE: 2024 END DATE: current

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT

1. Proposer: RedTree Landscape Systems, LLC ☐/A Partnership
[Company Name] ☒/ A Corporation
☐ A Subsidiary Corporation

2. Parent Company Name: RedTree Landscape Systems, LLC

3. Parent Company Address:

Street Address 5532 Auld Lane

P.O. Box (if any) _____

City Holiday State FL Zip Code 34690

Telephone (727) 919-3915 Fax no. (727) 922-2298

1st Contact Name Peter Lucadano Title CEO / Owner

2nd Contact Name David Lucadano Title President / Owner

4. Proposer Company Address (if different):

Street Address same as above

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

5. List the location of the office from which the proposer would provide services to Bexley CDD. Street

Address 5532 Auld Lane

City Holiday State Florida Zip Code 34690

Telephone (727) 919-3915 Fax No. (727) 922-2298

1st Contract Name Peter Lucadano Title CEO / Owner

6. Is the Proposer incorporated in the State of Florida? Yes (X No ( )

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes (X No ( )

  If no, please explain _____

- Date incorporated 12/05/2017 Charter No. 82-359-1450

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. _____
- Is the company in good standing with the State? Yes ( ) No ( )

  If no, please explain _____

- Date incorporated _____ Charter No. _____
- Is the Proposer's company authorized to do business in the State of Florida?

  Yes ( ) No ( )

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes (X No ( )

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client. See attached sheet on next page

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(22)10.2MM, (23) 12.6MM, (24) 14.4MM.

COMMMUNITY DEVELOPMENT DISTRICTS CURRENTLY UNDER CONTRACT

- **The Preserve at Wilderness Lake Community Development District**
  - **2017 - current**

- **Lakeshore Ranch Community Development District**
  - **2022 - current**

- **Westchase Community Development District**
  - **2024 - current**

- **Deerbrook Community Development District**
  - **2024 - current**

- **The Verandahs Community Development District**
  - **2024 - current**

THIS IS NOT AN EXHAUSTIVE LIST AND MORE EXAMPLES ARE AVAILABLE UPON REQUEST.

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

General Liability	$ 2MM
Automobile Liability	$ 1MM
Umbrella Coverage	$ 1MM
Workers Compensation	$ 1MM
Expiration Date	4/1/2026

10. 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 contracts in any state(s)? Yes (O) No (X) 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 _____

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it?
Yes (O) No (X) If so, where and why? _____

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?
Yes (O) No (X) If so, state name of individual, other organization and reason therefore. _____

13. List any and all litigation to which the Proposer, any personnel to work at Deerbrook, any officer and/or employee of the Proposer has been a party in the last five (5) years. _____
see following page.

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes (O) No (X) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof._____

RedTree response to point 13 - Litigation

- **LAKE CHASE CDD: RedTree Landscape Systems filed suit against Lake Chase CDD for failing to pay for services received. Lake Chase CDD had previously been a good client who paid their invoices regularly, but two new Board members found their way on to the Board and began to instruct the District Manager to perform nefarious business practices with vendors, including withholding payments for completed work. Once RedTree Landscape Systems filed suit and court ordered mediation began, Lake Chase CDD's legal counsel easily saw that RedTree Landscape Systems was owed their money. Lake Chase CDD then paid RedTree Landscape Systems for all invoices previously withheld including court costs and attorney's fees. Upon receipt of full payment and additional fees, RedTree Landscape Systems withdrew the lawsuit. The matter was officially resolved and closed.**

- **HARBOR BAY CDD: RedTree Landscape Systems filed suit against Harbor Bay CDD for failing to pay for services received. Harbor Bay CDD unfortunately has a history of attempting to short-pay vendors, and they attempted this unsavory tactic with RedTree Landscape Systems while being in the midst of litigation with their past management company, an engineering firm, and other vendors. Once RedTree Landscape Systems filed suit and RedTree's legal counsel began deposing, Harbor Bay CDD's legal counsel easily saw that RedTree Landscape Systems was owed their money. Harbor Bay CDD's legal counsel advised their client to pay RedTree Landscape Systems for the services that were factually delivered, but Harbor Bay CDD fought back against their own legal counsel to the point where their legal counsel resigned from Harbor Bay CDD. New legal counsel strongly advised Harbor Bay CDD that they needed to pay RedTree Landscape Systems for services that were factually delivered, and ultimately Harbor Bay CDD then paid RedTree Landscape Systems for all invoices previously withheld including court costs and attorney's fees. Upon receipt of full payment and additional fees, RedTree Landscape Systems withdrew the lawsuit. The matter was officially resolved and closed.**

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:

Westchase CDD / Dave Sylvanowicz / (813) 920-4268 / $850K / 2024 - current

Long Lake Ranch CDD / Patricia Thibault / (407) 221-9153 / $250K / 2021 - current

Preserve at Wilderness Lake CDD / Tish Dobson / (813) 758-4841 / $260K / 2017 - current

Deerbrook CDD / Lynn Hayes / (813) 994-1001 ext 8817 / $180K / 2024 - current

The Verandahs CDD / Sean Craft / (813) 994-1001 ext 7858 / $130K / 2024 =- current

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

Crosswynde - Joe Boldiga - (727) 566-2049 - new ownership[wanted to reduce budget.

Talavera CDD - Sean Craft - (727) 260-2223 - developer turnover - District accepted lower bid.

17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year. For information regarding financial statements, etc. please contact our Accountant, Nancy Leins, CPA (813) 760-5112.

18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

Licenses and Certifications are attached to this proposal.

19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Benjamin Garland	Account Manager	
Name	Position	
Oversees entire scope of services	20	15
Type of Work	Yrs. Exp.	Yrs. With Firm
Martin Flores	Arborcare Supervisor	
Name	Position	
Oversees Arborcare Operations	22	22
Type of Work	Yrs. Exp.	Yrs. With Firm
Juan Flores	Landscape Installation Supervisor	
Name	Position	
Landscape Operations	20	18
Type of Work	Yrs. Exp.	Yrs. With Firm
John Burkett	Field Supervisor	
Name	Position	
GM Operations		
Type of Work	Yrs. Exp.	Yrs. With Firm

Matt Olson		Irrigation Manager
Name		Position
Irrigation Department Manager	25	5
Type of Work	Yrs. Exp.	Yrs. With Firm

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Deerbrook CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Deerbrook CDD should consider the Proposer for proposing on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

RedTree Landscape Systems, LLC

Name of Proposer

By: _____

David Lucadano, President / Owner

[Type Name and Title of Person Signing]

This 17th day of August, 2025.

(Corporate Seal)

Sworn to before me this 17th day of August, 2025.

DACIA KRISTEEN TROMBETTA
MY COMMISSION # HH 694338
EXPIRES: July 28, 2029

(Seal) Notary Public/Expiration Date

OFFICERS

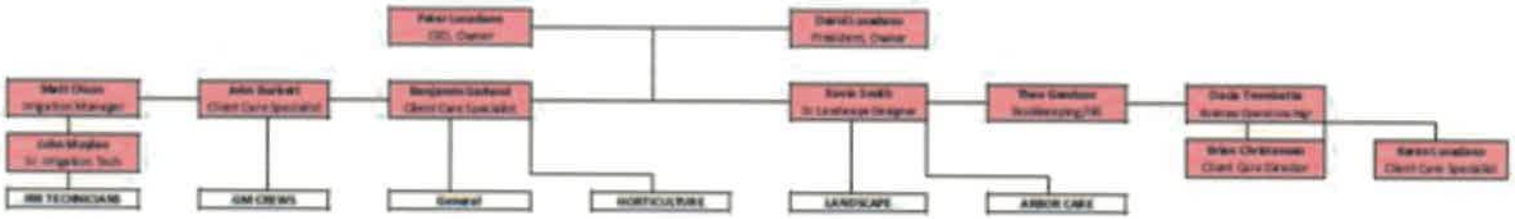
PROPOSER: RedTree Landscape Systems, LLC DATE: August 17, 2025

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Peter Lucadano	CEO / Owner	Oversees Company Operations and Finance	Holiday, FL
David Lucadano	President / Owner	Oversees Company Operations and Management	Holiday, FL
FOR PARENT COMPANY (if applicable)			

redtree
Landscape Systems

ORGANIZATIONAL CHART 2025



LANDSCAPE STAFFING PLAN

Service	Assigned Staff	Days	Per	Work Description
Mowing	**14**	**1**	**Week**	Mowing, edging and line trimming of all turf areas. Includes debris and trash pick up and blowing of all hard surfaces.
Detail	**6**	**1**	**week**	Shrub pruning, tree canopy elevations, planter bed weeding and herbicide application in all planter beds and pavement joints. Includes debris and trash pick up, removal and dumping.
Pest Control & Fertilization	**2**	**1**	**Week**	Fertilization and pest control for all ornamentals, palm trees and turf areas. Includes all necessary service calls at no additional charge.
Irrigation	**2**	**1**	**Week**	Comprehensive irrigation management checks on all common area and individual home irrigation systems. Includes service calls received througout the week and monthly reports generated post inspection.
Arbor Care	**6**	**Up to 12 times**	**Year**	Trimming and booting of all palm trees, and structural elevation of all hardwood tree canopies. Includes any special pruning and removal projects that are out of the scope of the contract.
Mulch Installation	**6**	**8**	**Year**	Installation of designated mulch material in all existing planter beds at a potential frequency of (2) mulching events per year.
Account Management	**2**	**52**	**Weeks**	Consistent oversight of quality and field production, and interaction with District Management to assure expedited proposal submittals and efficient execution of requests.
Administrative Staff	**8**	**52**	**Weeks**	Live staffed Service Desk to accommodate any work order submitted by District Management and assure quick assignment of work task, communication of task being completed and supplemental necessary details back to District Management.

redtree
Landscape Systems

The New Standard in Landscape Maintenance

1.888.RED.TREE

EQUIPMENT LIST

TRUCKS





6	Ford F-150 Pick-Up Trucks
10	Ford F-250 Pick-Up Trucks
12	Ford F-350 Dump Trucks
18	Ford F-450 Dump Trucks
5	Ford F-550 Dump Trucks
4	Ford F-700 Dump Trucks
5	Isuzu NPR Dump Trucks
2	Isuzu NPR Pest Control Tanker Trucks
1	Mack R-Model Water Tanker Truck
1	Mack F-Model Trailer Hauling Truck
12	Ford Transit Irrigation Vans
76	**TOTAL TRUCKS**





redtree
Landscape Systems

The New Standard in Landscape Maintenance

1.888.RED.TREE

TRAILERS





18	20' Green Thumb Enclosed Trailers
14	24' Green Thumb Enclosed Trailers
8	16' Green Thumb Enclosed Trailers
4	12' Green Thumb Enclosed Trailers
6	20' Green Thumb Open Trailers
6	24' Big Tex Heavy-Duty Flatbed Trailers
56	**TOTAL TRAILERS**





redtree
Landscape Systems

The New Standard in Landscape Maintenance

1.888.RED.TREE

HEAVY EQUIPMENT





6	John Deere Skid Steers w/attachments
4	John Deere Front End Loaders
4	Vermeer 12" Diameter Wood Chippers
3	Nifty 60' Articulating Mobile Arial Lifts
3	Vermeer Stump Grinders
11	John Deere Gators
4	Mobile Fertilizer & Pesticide Applicators
31	**HEAVY EQUIPMENT**





redtree
Landscape Systems

The New Standard in Landscape Maintenance

1.888.RED.TREE

LAWN MOWERS





5	36"	John Deere Stander Mowers
15	52"	John Deere Stander Mowers
17	60"	John Deere Riding Mowers
5	72"	John Deere Riding Mowers
14	48"	Ex-Mark Walk-Behind Mowers
18	52"	Ex-Mark Walk-Behind Mowers
28	60"	Ex-Mark Walk-Behind Mowers
6	60"	Scag Riding Mowers
5	48"	Walker Leaf-Vac Mowers
2	72"	John Deere Bushhog Tractors
110	**TOTAL MOWERS**	





redtree
Landscape Systems

The New Standard in Landscape Maintenance

1.888.RED.TREE

HAND TOOLS





125	Stihl Line Trimmers
145	Stihl Stick Edgers
154	Stihl Back-Pack Blowers
83	Stihl Hand-Held Blower
112	Stihl Chain Saws / Power Pruners
4	Mobile Power Blowers
8	Stihl Plant Augers
515	**TOTAL HAND TOOLS**





redtree
Landscape Systems

Arlington Ridge Community Development District

FINANCIAL CAPABILITIES AND RESOURCES

RedTree Landscape Systems LLC is a well-capitalized company, privately owned by Peter and David Lucadano.

- We are not a publicly traded company, and we have no equity investors or partners.
- Our debt ratio is low which allows us to purchase materials and assets by cash, when needed.
- We maintain excellent credit and credit lines with all our suppliers and vendors.
- We have over 2 million dollars in credit lines available to us through Ford Motor Credit and John Deere Company, to allow for truck and equipment purchases when necessary.
- All our payroll and payroll taxes are paid on a weekly basis.
- Our federal and state income taxes for our business are paid on a quarterly basis.

For more information on our financial capabilities and status, please feel free to contacts us or our CPA.

Nancy Leins, CPA
(813) 760-5112
nancyleinscpa@gmail.com

OCCUPATIONAL LICENSE

PASCO COUNTY BUSINESS TAX RECEIPT

2025

Expires September 30th

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

ACCOUNT #: 105879

SIC CODE: 0781.01

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
LANDSCAPING SERVICE

STATE LICENSE # /or COUNTY COMP CARD #

REDTREE LANDSCAPE SYSTEMS LLC

5532 AULD LANE
HOLIDAY, FL 34690

OWNER/QUALIFYING AGENT
LUCADANO PETER

LOCATION ADDRESS:
5532 AULD LANE
HOLIDAY, FL 34690

DATE	RECEIPT	AMOUNT
07/05/2024	24-O-127438	70.00

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/2/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 91 Lake Morton Drive Lakeland FL 33801 License#: 2081754	CONTACT NAME: Crystal Ayers PHONE (A/C, No, Ext): 863-688-5495 FAX (A/C, No): 863-688-4344 E-MAIL ADDRESS: stahlcertificateslakeland@higginbotham.net
INSURED REDTLAN-01 RedTree Landscape Systems, LLC 5532 Auld Lane Holiday FL 34690	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Southern-Owners Insurance Company — 10190 INSURER B: Auto-Owners Insurance Company — 18988 INSURER C: RetailFirst Insurance Company — 10700 INSURER D: — INSURER E: — INSURER F: —

COVERAGES — CERTIFICATE NUMBER: 473014700 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			72265505	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5226550501	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			5226550502	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52056705	10/3/2024	10/3/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Coverage Illustration	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

COMPLETED W-9 FORM

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

RedTree Landscape Systems, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

5532 Auld Lane

Requester's name and address (optional)

6 City, state, and ZIP code

Holiday, FL 34690

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	3	5	9	1	4	5	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, **you are not required to sign** the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person *Peter Lucadano* Date **March 20, 2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

FLORIDA STATE IRRIGATION CONTRACTORS LICENSE

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

10:11:32 AM 8/12/2025

Licensee Information

Name:	**LUCADANO, PETER (Primary Name)**
	REDTREE LANDSCAPE SYSTEMS LLC (DBA Name)
Main Address:	**5532 AULD LANE HOLIDAY Florida 34690**
County:	**PASCO**

License Information

License Type:	**Certified Specialty Contractor**
Rank:	**Cert Specialty**
License Number:	**SCC131153873**
Status:	**Current,Active**
Licensure Date:	**08/07/2025**
Expires:	**08/31/2026**

Special Qualifications	Qualification Effective
Construction Business	**08/07/2025**
Irrigation Specialty Contractor	**08/07/2025**

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright ©2023 Department of Business and Professional Regulation - State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

PEST CONTROL LICENSES

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
CERTIFIED PEST CONTROL OPERATOR
Certificate # JF132079

LUCADANO, PETER
1746 nodding thistle drive
new port richey, FL 34655

Categories
LAWN

Issued: 07/30/2025 **Expires: 06/01/2026**

Peter Lucadano

Signature of Certificate Holder

WILTON SIMPSON, COMMISSIONER

The above individual is certified under the provisions of Chapter 482, F.S.

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
CERTIFIED PEST CONTROL OPERATOR
Certificate # JF118508

LUCADANO, DAVID
5532 AULD LANE
HOLIDAY, FL 34690

Categories
LAWN

Issued: 07/30/2025 **Expires: 06/01/2026**

Signature of Certificate Holder

WILTON SIMPSON, COMMISSIONER

The above individual is certified under the provisions of Chapter 482, F.S.

CERTIFIED ARBORIST DESIGNATIONS



The International Society of Arboriculture

Hereby Announces That

Peter Lucadano

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Polillian
CEO & Executive Director

14 April 2007	30 June 2028	FL-5612A
Issue Date	Expiration Date	Certification Number

ANAB
ACCREDITED
PERSONNEL CERTIFICATION BODY
ISA Certified Arborist



The International Society of Arboriculture

Hereby Announces That

Peter Lucadano

Has Earned the Credential

ISA Tree Risk Assessment Qualification

By successfully meeting ISA Tree Risk Assessment Qualification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Polillian
CEO & Executive Director

21 March 2015	05 April 2029
Issue Date	Expiration Date

BEST MANANGEMENT PRACTICES



UF IFAS
UNIVERSITY of FLORIDA

GV3548-1
Certificate #

GV3548
Trainee ID #

Certificate of Training
Best Management Practices
Florida Green Industries

Peter Lucadano

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer	D. Rainey	10/21/2008	
	Instructor	Date of Class	DEP Program Administrator

Not valid without seal



UNIVERSITY OF FLORIDA
IFAS EXTENSION

GV4001-1
Certificate #

GV4001
Trainee ID #

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

David Lucadano

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Dr. L.E. Trenholm	Trenholm	1/27/2009	
Issuer	Instructor	Date of Class	DEP Program Administrator

Not valid without seal

FNGLA CERTIFICATIONS



FNGLA
CERTIFIED PROFESSIONAL
HORTICULTURE

The Florida Nursery, Growers & Landscape Association
Confers on

Peter Lucadano
H05549

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 12/31/2027
Certified Since: 12/10/2003

Phillip Hisey, FNGLA President

Merry Mott, FNGLA Certification Director



FNGLA
CERTIFIED PROFESSIONAL
HORTICULTURE

The Florida Nursery, Growers & Landscape Association
Confers on

David Lucadano
H05548

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 12/31/2027
Certified Since: 12/10/2003

Phillip Hisey, FNGLA President

Merry Mott, FNGLA Certification Director



FNGLA
CERTIFIED PROFESSIONAL
CONTRACTOR

The Florida Nursery, Growers & Landscape Association
Confers on

David Lucadano
C00200

The Title of
FNGLA Certified Landscape Contractor (FCLC)

Expiration Date: 12/31/2027
Certified Since: 11/7/2001

Phil Buck, FNGLA President

Merry Mott, FNGLA Certification Director



FNGLA
CERTIFIED PROFESSIONAL
HORTICULTURE

The Florida Nursery, Growers & Landscape Association
Confers on

Kevin Smith
H9356997

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 12/31/2025
Certified Since: 12/26/2022

Eric Smith, FNGLA President

Merry Mott, FNGLA Certification Director

LICENSE AS DEALER IN AGRICULTURAL PRODUCTS

State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No: **AD2671**
Issue Date: October 18, 2023
Expiration Date: October 1, 2024

POST CERTIFICATE CONSPICUOUSLY

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

REDTREE LANDSCAPE SYSTEMS LLC
5532 AULD LN
HOLIDAY, FL 34690-2203

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

landscape industry certified

E-Verify Enrollment Verification

Company Name
RedTree Landscape Systems, LLC

Doing Business As (DBA) Name
—

Company ID
2394954

Enrollment Date
Mar 01, 2024

Employer Identification Number (EIN)
823591450

Unique Entity Identifier (UEI)
—

DUNS Number
051315696

Total Number of Employees
100 – 499

NAICS Cod
811

Sector
Other Services (Except Public Administration)

Subsector
Repair and Maintenance

My Company is configured to:
Verify Its Own Employees

Physical Address
5532 Auld Lane
Holiday, FL 34690

Mailing Address
Same as Physical Address

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Florida Limited Liability Company
REDTREE LANDSCAPE SYSTEMS LLC

Filing Information

Document Number	L17000248407
FEI/EIN Number	82-3591450
Date Filed	12/05/2017
State	FL
Status	ACTIVE

Principal Address

5532 AULD LANE
HOLIDAY, FL 34690

Changed: 02/04/2019

Mailing Address

5532 AULD LANE
HOLIDAY, FL 34690

Changed: 02/04/2019

Registered Agent Name & Address

LUCADANO, PETER
5532 AULD LANE
HOLIDAY, FL 34690

Address Changed: 02/07/2019

Authorized Person(s) Detail

Name & Address

Title CEO

LUCADANO, PETER
5532 AULD LANE
HOLIDAY, FL 34690

DUN & BRADSTREET REGISTRATION

The following is the Dun & Bradstreet D-U-N-S® Number for

REDTREE LANDSCAPE SYSTEMS LLC
5532 Auld Ln
Holiday, Florida 34690
727 919-3915

D-U-N-S number: 051315696



Uniting Partners Through
Exceptional Landscape Services

UNITED
Land Services

Deerbrook Community Development District

Deerbrook Community Development District

Proposal
For
Landscape & Irrigation Maintenance

8.19.2025

Pricing Valid for 90 Days Upon Receipt

8.19.2025

Deerbrook Community Development District

c/o Rizzetta

RE: Landscape Maintenance & Irrigation Proposal

Dear Deerbrook District Board,

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients. Our proposal has been uniquely crafted to address your community's specific needs and expectations. We call this your *Community Road Map*™ because it was designed to illustrate the steps to take your community from its current state to one your residents will be proud of for years to come.

Included in your *Community Road Map*™ you will find the following sections:

- **Company History:** Information about our company's experience, capabilities and core values.
- **Development Strategy:** Our transition plan includes the actions we will take in the first 30/60/90 days of service to improve both your specific areas of concern and items we have noted during our inspection that will provide an immediate impact to the appearance of the property.
- **Scope of Services Summary:** This section outlines our scope of services, derived from industry established Best Management Practices and our years of experience in the field.
- **Agreement & Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

Kyle DuBois
Business Development Manager
kdubois@unitedlandservices.com

UNITED Land Services

Providing exceptional landscape services to partners across the state of Florida.



United We Grow!

Exclusive Partnership











UNITED Land Services

Exclusive Partnership











United Land Services References

Property: **Country Club at Champions Gate**

Name: Stephanie Taylor

Email: Stephanie.taylor@fsresidential.com

Address: 8977 Dove Valley Way Four Corners, Fl 33896

Service: Maintenance free community consisting of 995 homes servicing the landscape maintenance, irrigation And Agronomics.



Property: **Waterset South CDD**

Name: John Toborg

Email: jtoborg@rizzetta.com

Address: Spollo Beach, FL.

Service: Landscape maintenance, Including horticultural services, irrigation maintenance, palm tree pruning, mulch installation, annual rotations.



Property: **Celebration CDD**

Name: Angel Montagna

Email: angel.montagna@inframark.com

Address: 313 Campus St. Celebration, FL. 34747

Service: Landscape maintenance, Including horticultural services, irrigation maintenance, palm tree pruning, mulch installation, annual rotations.



Property: **Swan and Dolphin Resort at Walt Disney**

Name: Eric Oprion—COO

Email: eopron@tishman.com

Service: Mowing, Irrigation Turf and Shrub Program. Annuals, Mulch and Palms are additional services provided upon approval.



Property: **Harbor Isles CDD**

Name: Angel Montagna- CAM
Email: angel.montagna@inframark.com

Service: Mowing, Irrigation Turf and Shrub Program. Annuals, Mulch and Palms are additional services provided upon approval.



Property: **Magnolia Park CDD**

Name: Kyle Darin- District Manager
Email: kdarin@vestapropertyservices.com

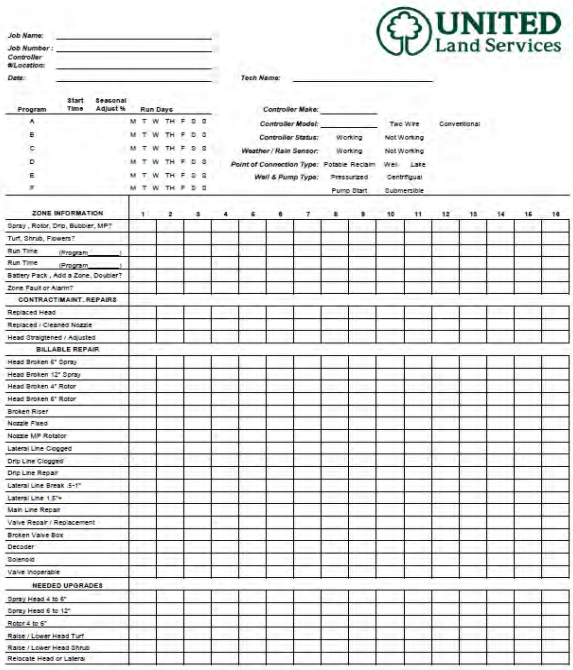
Services: Mowing, Irrigation Turf and Shrub Program. Annuals, Mulch and Palms are additional services provided upon approval.



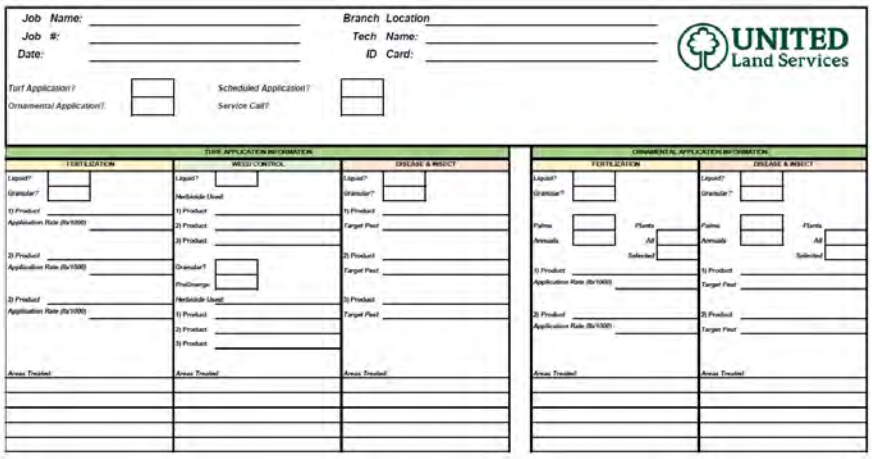
Reporting

Closing the Communication Gap

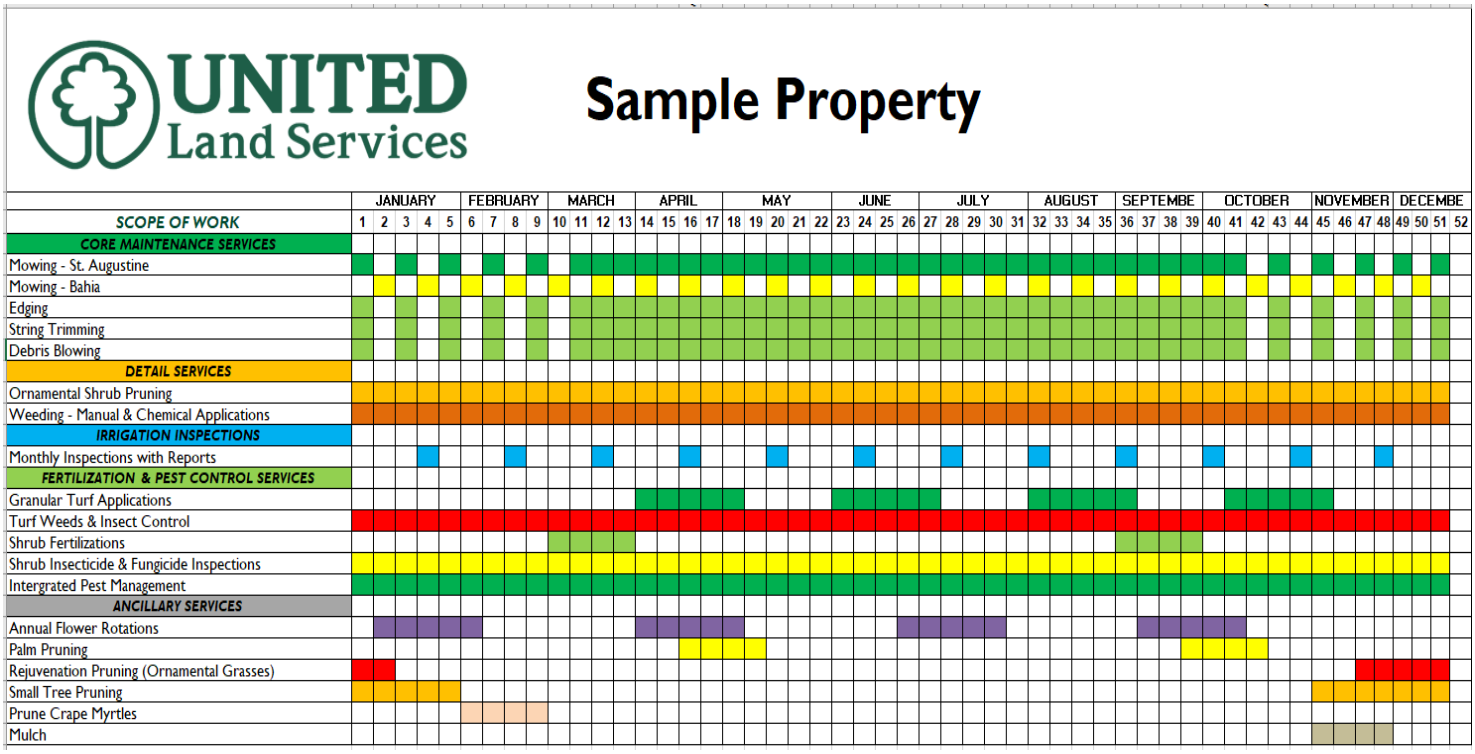
Alignment, Execution & Building Partnerships



Agronomics and Irrigation Inspection Reports



Yearly Service Calendar Guideline



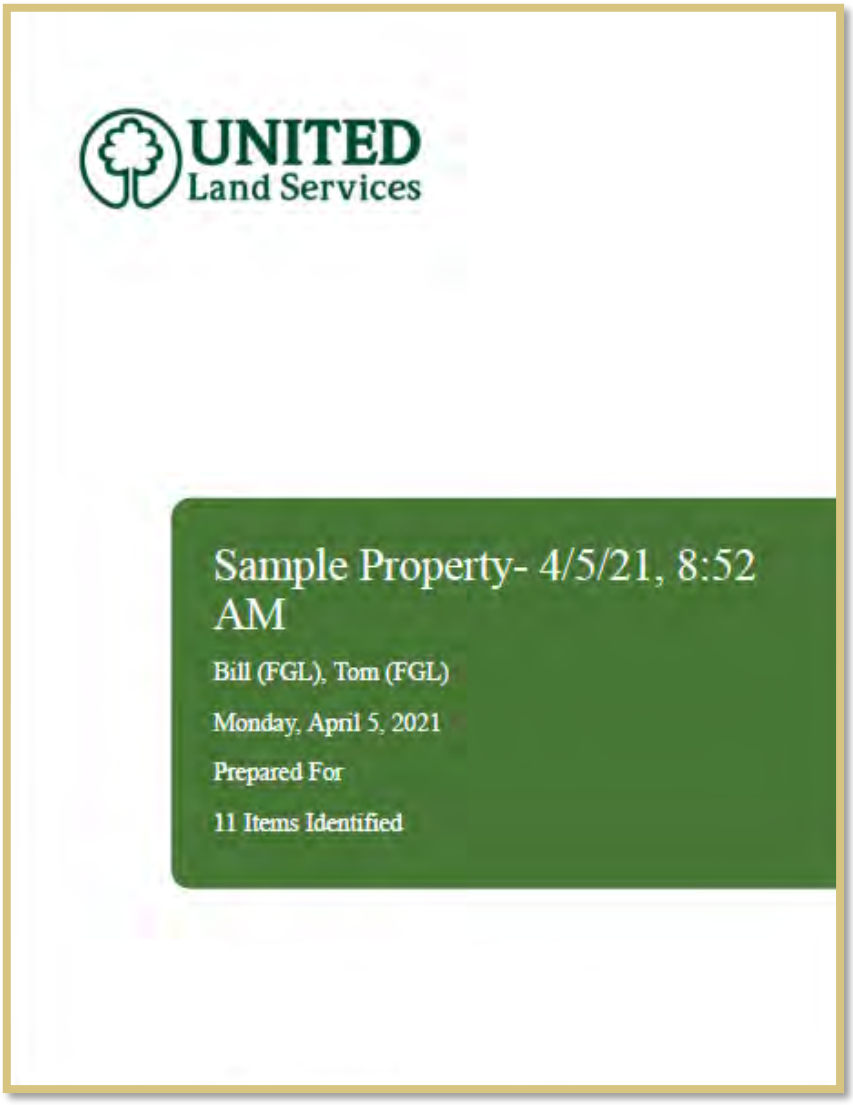
Sample Property

SCOPE OF WORK	JANUARY 1 2 3 4 5	FEBRUARY 6 7 8 9	MARCH 10 11 12 13	APRIL 14 15 16 17	MAY 18 19 20 21 22	JUNE 23 24 25 26	JULY 27 28 29 30 31	AUGUST 32 33 34 35	SEPTEMBE 36 37 38 39	OCTOBER 40 41 42 43 44	NOVEMBER 45 46 47 48	DECEMBE 49 50 51 52
CORE MAINTENANCE SERVICES												
Mowing - St. Augustine												
Mowing - Bahia												
Edging												
String Trimming												
Debris Blowing												
DETAIL SERVICES												
Ornamental Shrub Pruning												
Weeding - Manual & Chemical Applications												
IRRIGATION INSPECTIONS												
Monthly Inspections with Reports												
FERTILIZATION & PEST CONTROL SERVICES												
Granular Turf Applications												
Turf Weeds & Insect Control												
Shrub Fertilizations												
Shrub Insecticide & Fungicide Inspections												
Intergrated Pest Management												
ANCILLARY SERVICES												
Annual Flower Rotations												
Palm Pruning												
Rejuvenation Pruning (Ornamental Grasses)												
Small Tree Pruning												
Prune Crape Myrtles												
Mulch												

Closing the Communication Gap

Alignment, Execution & Building Partnerships

Communication is key to any strong partnership. In an effort to stay connected internally with our team and externally with our partners, our team utilizes Site Audit Pro. The program allows us to send visual communication though pictures along with a detailed explanation of the issue. Site Audit Pro is key in ensuring everyone is on the same page in helping to form the best possible solution.



Closing the Communication Gap

Alignment, Execution & Building Partnerships

SAMPLE



Issue 1
Selectively remove tall stalks on White BOP in a sectional manor.
Removals tagged with orange tape



Issue 2
Remove Mags on Cody Chase



Issue 3
Declining Washingtonian on Cody Chase



Issue 4
Remove staking kit

SAMPLE



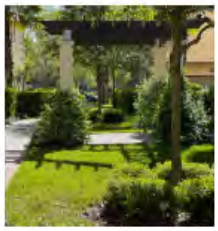
Issue 5
Queen Palm on 46A dead from Ganoderma



Issue 6
Possible irrigation issue on Podocarpus along 46A units



Issue 7
Replace declining Pittisporum with turf



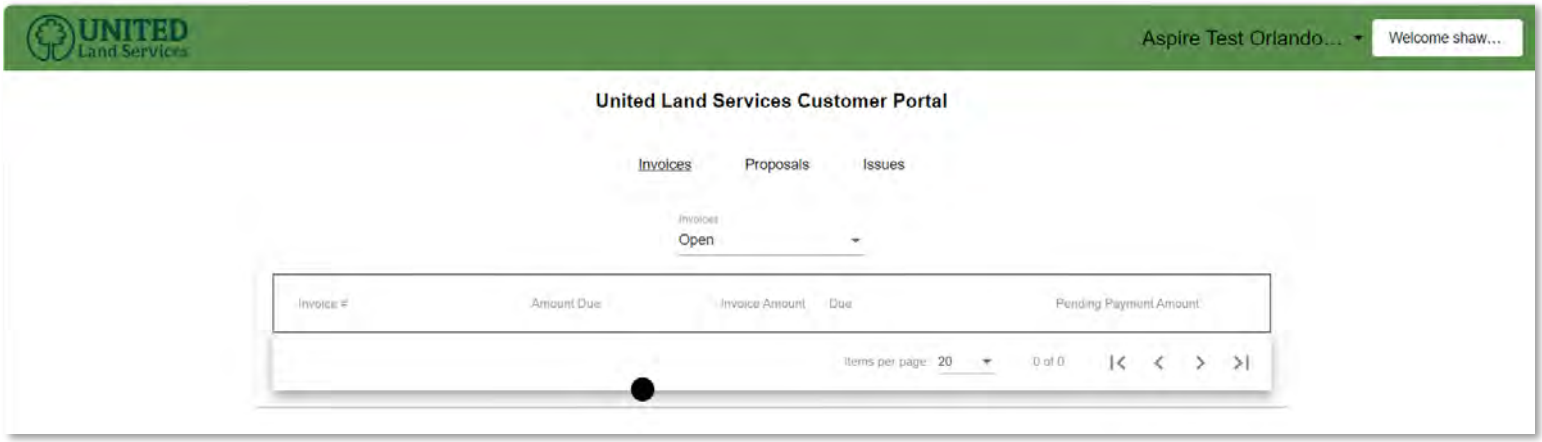
Issue 8
Proposal for method to attach Jasmine to columns / pergola

Work Order Software

Accountability, Communication and Productivity

United Land Services Work Order System Powered by:

United Land Services is dedicated to ensuring our valued partners receive the highest level of communication for a success long term partnership. Our work order system gives the client all the tools needed to stay informed on their property. The Aspire work order system is a user friendly software system that compliments our strong level of communication while providing accountability for our dedicated team.



FEATURES:

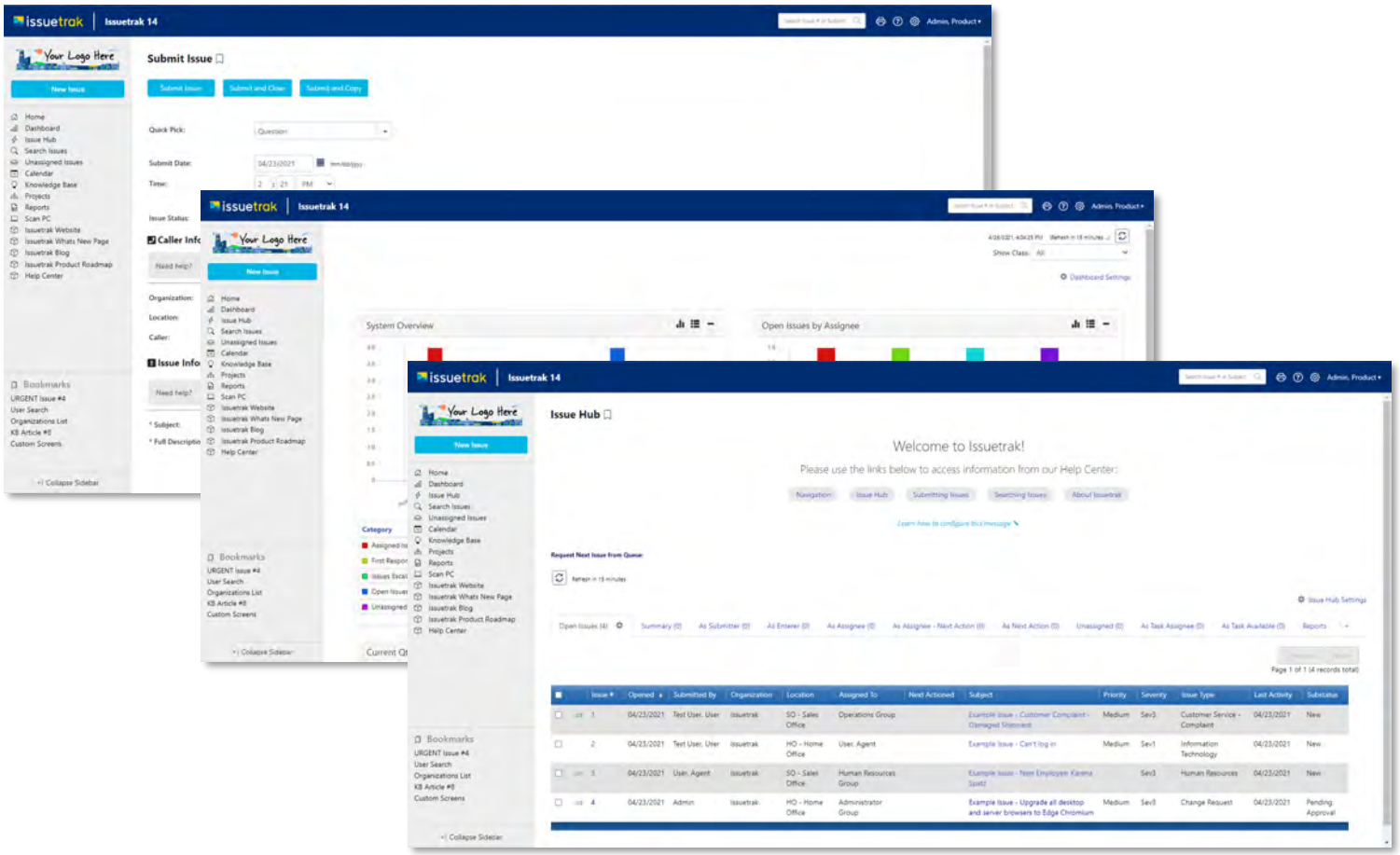
- View Invoices
- Pay Invoices
- View Proposals
- View Past Work Orders
- Review Updates on Work Orders
- View Landscape Experts Notes
- Sign Proposals
- Create Issues
- Submit Work Orders

Work Order Software

Alignment, Execution & Building Partnerships

United Land Services Full Service Work Order System Powered by:

issuetrak



FEATURES:

- View Invoices
- Pay Invoices
- View Proposals
- View Open /Past Work Orders
- Review Updates on Work Orders
- View Landscape Experts Notes
- Sign Proposals
- Create Issues
- Submit Work Orders

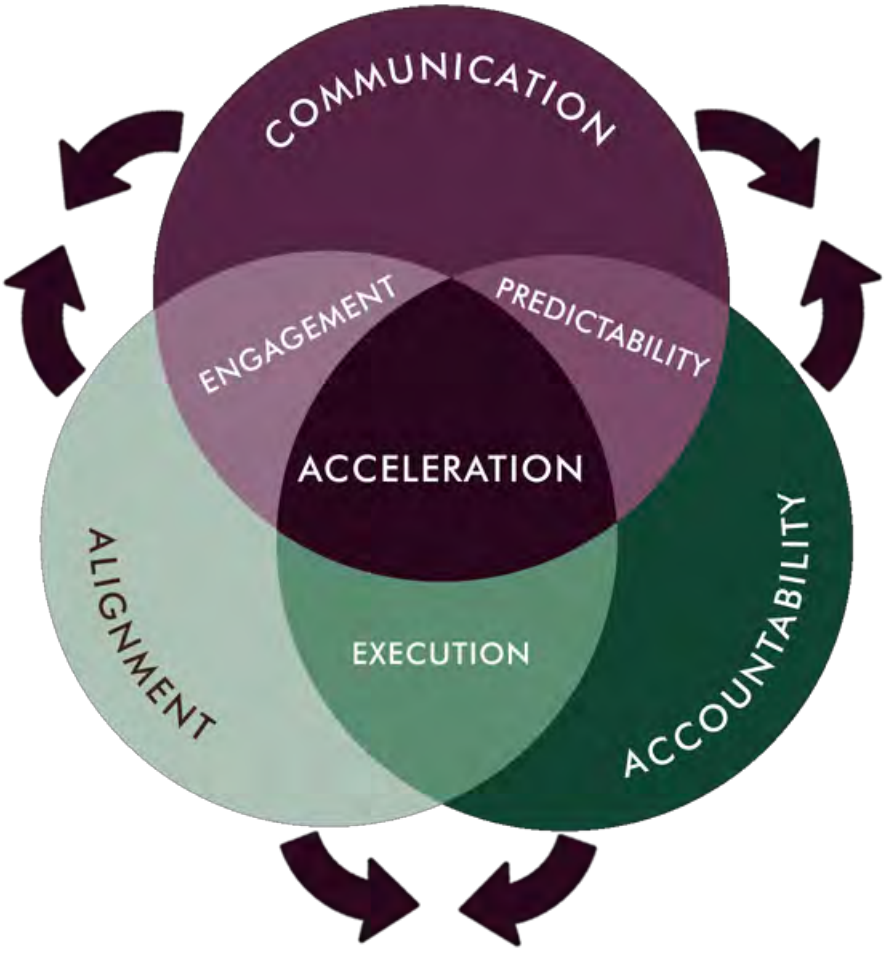
Closing the Communication Gap

Alignment, Execution & Building Partnerships

Constant, open communication between the board members, landscape committee (if applicable) and your ULS team will help to ensure expectations are set and goals are met. We plan to accomplish this through:

- Clear understanding of milestones to improve the landscape quality.
- Constant communication with HOA Management, Board Members and Committees.
- Weekly progress updates throughout the initial transition.
- Property inspections with Management and Board Members at predetermined intervals. (Sample report on pages below).

Our goal is to tailor this communication plan to meet your needs and the needs of the community.



Company History, Experience & Services

Company History

Field Support Office

12276 San Jose Blvd
Jacksonville, FL 32223
(904) 829-9255

Total Number of Employees

1500+

Additional Areas Served

- Alabama
  - Montgomery
- Florida
  - Central Florida
  - Ocala
  - Ft. Peirce
  - Fernandina Beach
  - Tampa
  - Bradenton
  - Jacksonville,
  - Ft. Lauderdale
  - Panama City
  - West Palm
- North Carolina
  - Greensboro
  - Charlotte
  - Raleigh
- South Carolina
  - Myrtle Beach
- Georgia
  - Savannah
  - Atlanta

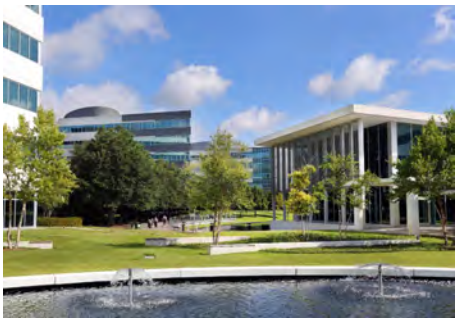




Our History

How It All Started

The Company was founded by Bob Bland-ford in 2001 as United Landscapes, a name that has come to be synonymous with best-in-class landscape design, installation and maintenance services across the Jacksonville and St. Johns County area. Today, the Company has over 1500 employees working daily with hundreds of commercial customers throughout Florida. Each location is capable of independently managing and enhancing a variety of complex landscape projects.



Services Offered & Approach

At United Land Services, we meet the highly specific needs of our clients by offering a comprehensive selection of services — from the design to the installation to the ongoing maintenance. Our landscape service divisions are equipped to handle a wide variety of properties, including masterplan communities, condominiums, golf clubs, office complexes, retail establishments and resorts. We perform these services with your distinct needs at the forefront of everything we do. We are local owners and operators committed to delivering excellent service at the highest levels of quality and craftsmanship.



United Land Services takes a proactive approach when it comes to the landscape. We become trusted partners for all your landscape needs while providing quality landscapes in line with University of Florida Best Management Practices.

UNITED Land Services

Products & Services

We Are Your All-Inclusive Service Provider



Landscape Maintenance

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Outdoor Lighting

Landscape lighting can increase your property's safety, make it easier to navigate, and allow clients, residents, and guests to enjoy it late into the evening.



Commercial Installation

We provide large scale Commercial Landscape and Irrigation Installation at the highest level. From initial design through value engineering and buildout.



Sod Installation

United takes your lawns from withering to wonderful. We offer expert sod-laying and seeding services as well as over-seeding to thicken up your turf.



Landscape Design

The design and planning phase is critical to a successful project. Our design team offers complete landscape architecture services that ensure a seamless process and a beautiful final product.



Irrigation Systems

Enjoy lush lawns, healthy trees and gardens for the entire growing season, without having to lift a finger.



Hardscapes

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Driveways & Entranceways

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.

UNITED Land Services

Irrigation Experts

Your Team of Certified & Licensed Specialists





Installation, Maintenance & Repairs

- **Installation -** At United Land Services, our irrigation experts are certified and licensed to install the most sophisticated, water wise irrigation systems. Our team has had over 25 years of installing systems across the Southeast.



- **Maintenance -** Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.



- **Improvements -** Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired. Our team is ready to serve you.

Agronomics Program

Certified Pest Control Operators









Fertilization, Pest Control & Agronomy Management

- **Fertilization -** We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast

- **Pest Control -** United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.

- **Agronomy Management -** We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.

Hurricane Preparedness

Plan of Action



Phase I

- Phase 1 to begin immediately following the storm once safe and legal for our team to do so. Our main goal is to create as safe an environment as possible.
- Clear main entrances of any obstructions inhibiting traffic.
- Clear secondary roadways of any obstructions inhibiting traffic.
- Clear parking areas located at common areas and common area structures.
- Clear sidewalks, walking paths and thorough- fares in common areas

Phase 2

- Assessment of total clean-up needed and associated total costs of Phases 1-3.
- Removal of any debris generated and stock- piled from Phase 1 upon approval.
- Clearing and removal of debris from common
- Area parks, dog parks and playgrounds upon approval.

Phase 3

- Clear and remove debris from turf and landscape areas.
- Post storm tree work to remove “hangers”,



Prioritizing Safety

Minimizing Risks

With safety as our top priority, United Land Services continually updates its trainings, communications, and assessments to ensure that team members are prepared to perform their jobs with minimal risk to themselves or others.

Our dedicated safety officers conduct regular inspections to ensure employees maintain professional behavior and remain alert to all potential hazards.

- Strict Compliance to OSHA Regulations
- Dedicated Safety Officers
- Weekly Safety Meetings
- Annual Safety Rodeo with Industry Safety Experts
- Personal Protection Equipment Requirements
- Ongoing MVR Tracking and Reporting
- Post Accident Drug Testing













Vehicle Safety

Minimizing Risks

ONBOARDING SAFETY TRAINING

Safety starts the moment a team member is hired with a comprehensive training on proper vehicle, equipment and operational training.. Our goal is to ensure the crew and public are safe from leaving the branch, parking the vehicle to driving through a community. United Land equips our fleet and crews with the proper attire, markers and equipment to redirect traffic in safe manner so a job can be completed safely.





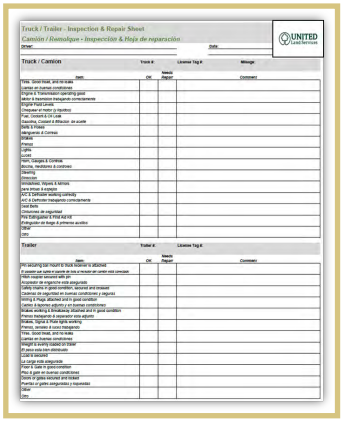
SOFTWARE MONITORING SYSTEMS:

Along with visual inspection, there are software system United Land has established to ensure the safety of our team and the public.

- Our ongoing MVR tracking and reporting application to review driver eligibility using a point system.
- Our GPS Monitoring Program allows our safety and fleet team to monitor speed, idle time and location.

DAILY VEHICLE INSPECTION:

A daily vehicle inspection is completed each morning to identify items that could pose risk to our employees and the general public . This inspection is then completed again upon return to the branch to ensure each vehicle and trailer are safe while on the road.



Key Management

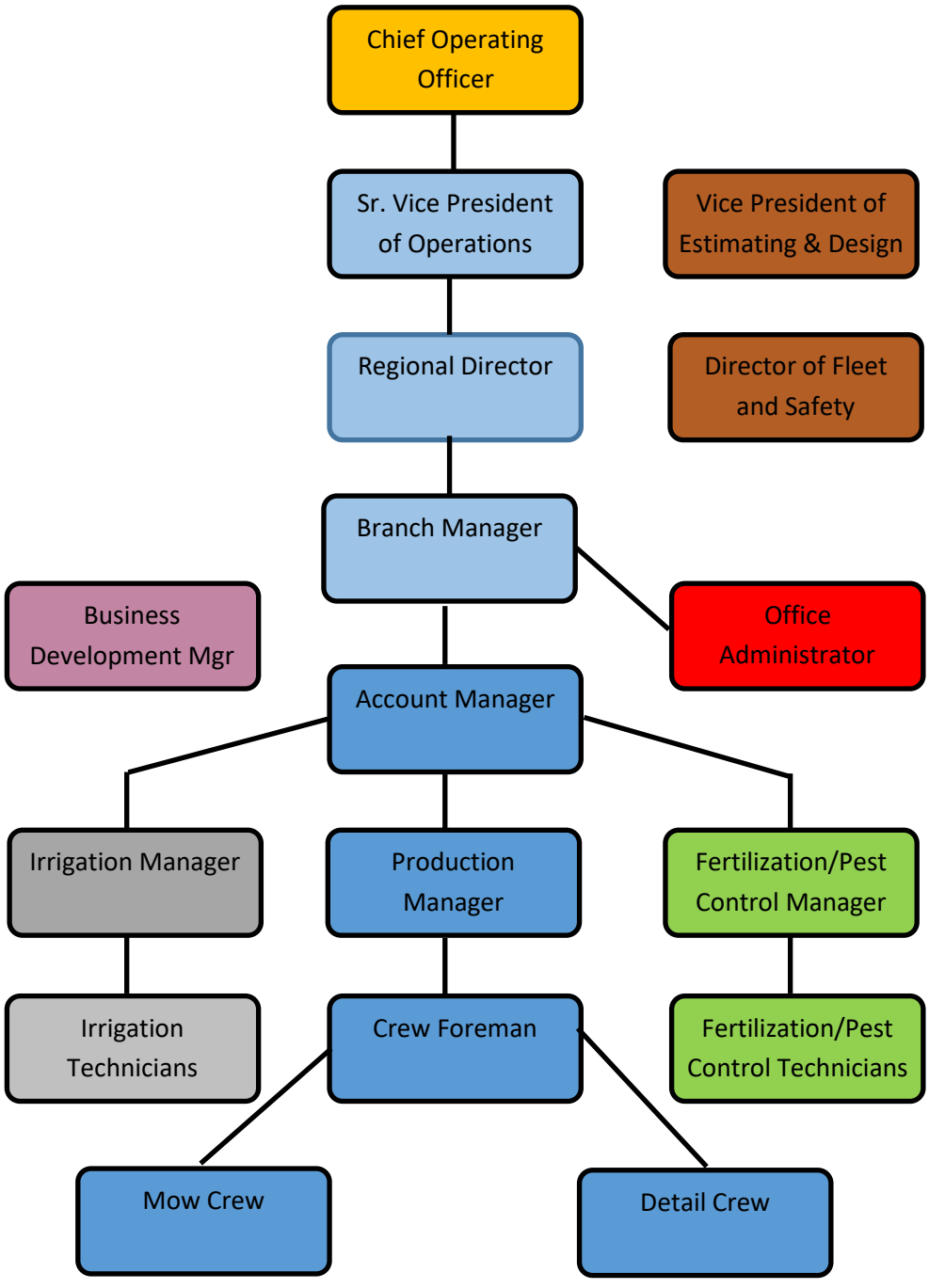
&

Personnel

Personnel

Corporate Structure

United Land Services operates with a multi-layered accountability system, extending from our CEO to our crew members. This structure ensures robust support for our team and delivers top-notch service to our clients. By setting clear expectations, providing training, and fostering a culture of excellence, we empower each member to excel in their role, guaranteeing professionalism and quality in every interaction. Our commitment to accountability not only strengthens internal cohesion but also ensures that clients receive the utmost satisfaction in every project.



Personnel

Meet Your Leadership Team

United Land Services has diligently prioritized hiring top-quality staff members since 2002. This commitment ensures that we consistently deliver superior services and maintain open, effective communication channels with our clients. Our dedicated team remains the cornerstone of our success, driving excellence in every aspect of our operations.

Regional Vice President

-Jason Ackman

-Oversees all landscape maintenance and installation for the central Florida regions.

Regional Director

-Brett Perez

-Oversees all United Operations in the Region and Offers Assistance to Local Branches.

Branch Manager

-Thomas Mootz

-Leads all teams out of the Brandon Branch. Is responsible for operation at your community.

Account Manager

-Christi Cochran

-Onsite Management for all crews and primary point of contact for the community.

Business Development Manger

-Kyle DuBois

-Works with the district to ensure a smooth onboarding process and secured partnerships.

Director of Fleet and Safety

-Tom Enright

-Develops a comprehensive safety plan company wide. Provides capitol resources for all branches.

Bob Blandford

Chief Executive Officer

Bob Blandford leads our team as an accomplished executive with more than 25 years of experience in the landscape industry. Bob believes in our mission, our people, and our products as well as providing the best possible customer service. He is driven to do whatever it takes to be the best partner with the best company culture in the business.

Experience

2019 – Present
United Land Services – *Chief Executive Officer*

- Oversee executive leadership, public relations of the company and all company-related training
- Effectively manage a team of more than 450 employees in 8 different locations throughout the Southeast
- Develop and accomplish short-term goals and long-term objectives that further the company's growth

1998 - 2019
United Landscapes – *Owner*

At the age of 16, Bob Blandford started working for a commercial lawn maintenance company servicing customer such as Barnett Bank, TPC Sawgrass, and Jacksonville Golf and Country Club. In 1998, he went into business for himself, performing all facets of commercial construction and maintenance. Over the years, Bob built a company that now employs over 400 employees. They service customers such as HOA, CDD, commercial developers, and ten different national home builders. Bob Blandford also holds a Commercial Building Contractor's License and a Florida Irrigation License.

Licenses & Skills

- *Certified General Contractor*
- *Certified Pest Control Operator*
- *Certified Irrigation Contractor*
- *Certified Dealer In Agriculture*
- Leadership & Growth Mindset
- Business Strategy & Planning

Contact

12276 San Jose Blvd. Ste, 747
Jacksonville, FL 32223
904-829-9255
bblandford@unitedlandservices.com

Ray Leach

Chief Operating Officer

Ray Leach is the driving force behind the day-to-day operations. At United Land Services his role includes law and finances, strategic planning, analytical thinking, business development and operations management. His extensive knowledge in the landscape industry has made Ray a successful, demonstrated leader over his 30-year industry tenure.

Experience

2021 - Present
United Land Services – *Chief Operating Officer*

- Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Oversee expenses and budgeting to help the organization optimize costs and benefits

1994 - 2021
Southern Scapes – *President*

- Directing and overseeing an organization's budgetary and financial activities
- Analyzing performance indicators, financial statements and sales reports
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

Licenses & Skills

- *Certified Irrigation Contractor*
- Strategic Planning & Execution
- Personnel Development
- Acquisition Integrations

Contact

12276 San Jose Blvd. Ste, 747
Jacksonville, FL 32223
904-829-9255
rleach@unitedlandservices.com
linkedin.com/in/ray-leach-8bb505174/

Brett Perez

Regional Manager of Maintenance

Brett serves as our South Florida Regional Manager of maintenance. He has extensive knowledge in the green industry. Brett brings over 16 years of experience to the table. He takes pride in his attention to detail and customer service, a quality that he instills throughout his entire team. He strives to meet and exceed the needs of every customer, no matter how big or small.

Experience

2023 - Current
United Land Services – *Regional Manager*

- Achieving business goals and revenue targets.
- Overseeing daily operations, managing budgets, and setting performance objectives.
- Recruiting, training, and supporting branch managers
- Developing and implementing best practices in the green industry
- Planning, evaluating, and optimizing operations to be efficient and cost-effective.
- Dealing with escalated customer issues and incident reports.

2023- 2023
Benchmark Landscaping –*Chief Operating Officer*

- Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws

2021-2023
Inframark Management Services - *Area Field Director*

- Lead staff by communicating job expectations; planning, monitoring, and appraising job results;
- Design, develop, implement strategic site standards to address the Company's standards and client requirements.
- Instructing field crews on season specific work such as fall pruning, fertilizations, weed treatments, mulching, etc.

2015- 2021
Yellowstone Landscape -*Branch Manager*

2013-2015
Austin Outdoor -*Branch Manager*

2010-2012
Buckhorn Springs Golf and Country Club -*Golf Course Superintendent*

Education

B.S. of Science
Turf Science
University of Florida

Licenses & Skills

- Organization
- Problem solving
- Teamwork
- Leadership

Contact

813-784-1162
bperez@benchmarklandscapingfl.com

Thomas Mootz

Branch Manager

Thomas has been in the Green Industry for 23+ years. He has an extensive background and experience in landscape management. Thomas takes pride in his attention to detail and customer service, a quality that he instills throughout his entire branch. He strives to meet and exceed the needs of every customer, no matter how big or small.

Experience

2023- Present
United Land Services – *Branch Manager*

- Ensure that the quality and efficiency of our landscape maintenance programs meets clients and company standards
- Manages the Tampa branches and key accounts to implement quality, consistency and safety.
- Helps branch to meet and exceed growth targets and achieving company goals
- Oversees the Account Managers on a daily basis to ensure our properties are receives the attention needed and requested by clients

2021-2023

Benchmark *- Operations, Irrigation and Enhancement Manager*

- Develops and maintains long-term relationships with customers oversee and coordinate all operations
- Leading, facilitating or assisting in the resolution of customer problems or concerns
- Responsible for setting objectives, managing policies and revenue growth
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts

2008-2021

Nuleaf *- Account Manager, Irrigation and Enhancement Manager*

- Manage all personnel needs, and HR related matters•
- Scheduling equipment maintenance, truck processes to maximize daily efficiencies, safety training,and company morale
- Responsible for setting objectives, managing policies and revenue growth
- Implement efficient processes and standards
- Created schedules for personnel, including PTO related matters•

Education

2002-03
University of Wisconsin
Baraboo, WI

Licenses & Skills

- Irrigation Install and Maintain
- Creativity
- Leadership
- Organization
- Teamwork
- Strategic Planning
- Client Resolution

Contact

407-460-9646
tmootz@unitedlandservices.com

Cristi Cochran

Account Manager

Cristi has over 30 years experience in the industry. She will serve as the primary contact for United Land Services clients. She builds and sustains long-

-term relationships, focusing on both client retention and ancillary upgrades. while providing oversight for field operations. Cristi supervises the Production Manager, who directly manages all field operations and Crew Leaders. As a unified group, they are responsible for coaching and developing team members.

Experience

2023 - Present
United Land Services *Account Manager*

- Develops and maintains long-term relationships with customers
- Develops and maintains a schedule to perform "site walkthroughs" during formal meetings with customers to ensure quality and service expectations are met
- Leading, facilitating or assisting in the resolution of customer problems or concerns
- Proactively presenting site enhancement ideas to existing customers
- Participating in branch meetings and assist the Branch Manager or Assistant Branch Manager in overall leadership of branch

2020-2023
Merit Landscape Solutions of Texas – *Branch Manager*

- Hired, trained and developed maintenance crews to work efficiently and safely.
- Used the latest industry technology and applications to manage teams, schedule crews, calculate and track hours to keep budget.
- Manages the branch and key accounts to implement quality, consistency and safety.
- Helps branch to meet and exceed growth targets and achieving company goals
- Oversees the operations, irrigation and fertilization departments

2019-2020
Rolling Green Landscape *– Operations Manager*

2016-2019
LandCare - *Branch Manager*

2015-2016
LandCare *Account Manager*

2012-2015
Brightview *Account Manager*

2010-2012
Brickman *Project Director*

Licenses & Skills

- Communication
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

904-557-6412
ccochran@unitedlandservices.com

Certifications

UNITED Land Services

Certification

Your Agronomics and Irrigation Specialists



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
July 10, 2024	JF187533	June 1, 2025

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2025

JOEL THOMAS WINTERNITZ
8100 PLEASANT PINE CIR
WINTER PARK, FL 32792

Lawn and Ornamental

WILTON SIMPSON, COMMISSIONER



FDOT

Donald Cope

Certificate: 605991

Has Completed a FDOT Approved Temporary Traffic Control [redacted]anced

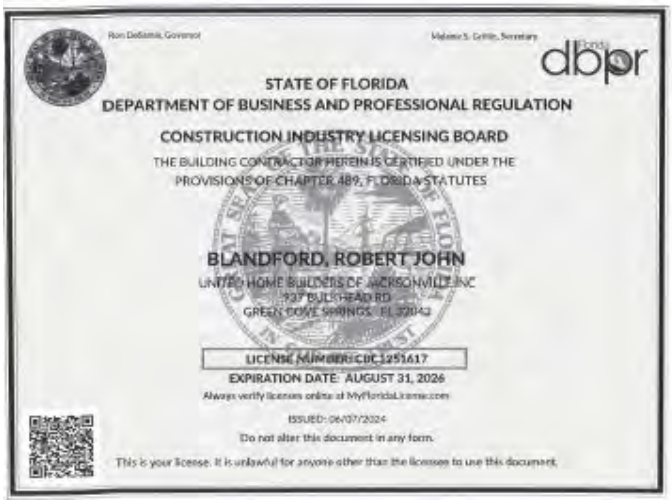
Issued: 02/10/2023

Expires: 02/10/2027

Training Provider:
myTTOnline
83 Geneva Dr. Suite 621394
Oviedo, FL 32762
Ph: 407-901-0206

Instructor:
M. H

Verify this Certificate at www.motadmin.com.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BLANDFORD, ROBERT JOHN
UNITED HOME BUILDERS OF JACKSONVILLE INC
937 BULLHEAD RD
GREEN COVE SPRINGS FL 32043

LICENSE NUMBER: CBC1251617
EXPIRATION DATE: AUGUST 31, 2026
Always verify licenses online at MyFloridaLicense.com
ISSUED: 08/07/2024
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.



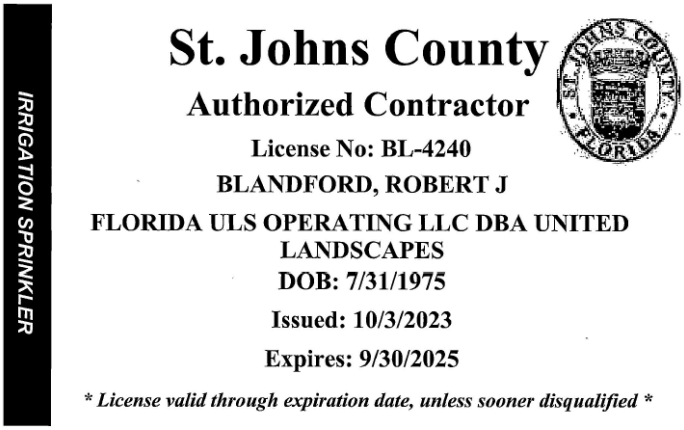
The International Society of Arboriculture
Hereby Announces That
David J Rivera
Has Earned the Credential
ISA Certified Arborist ®
By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

9 June 2013 — Issue Date
30 June 2025 — Expiration Date
FL-6545A — Certification Number

ANAB

IRRIGATION SPRINKLER



St. Johns County
Authorized Contractor
License No: BL-4240
BLANDFORD, ROBERT J
FLORIDA ULS OPERATING LLC DBA UNITED LANDSCAPES
DOB: 7/31/1975
Issued: 10/3/2023
Expires: 9/30/2025
** License valid through expiration date, unless sooner disqualified **



CERTIFICATE OF COMPETENCY
BROWARD COUNTY FLORIDA
CECIL E. GESTER
Irrigation Specialty Contractor
UNITED LAND SERVICES
CC# 23-ISC-23109-R
EXPIRES 2024-08-3

UNITED Land Services

Certification

Your Agronomics and Irrigation Specialists



FNGLA®
CERTIFIED PROFESSIONAL CONTRACTOR

The Florida Nursery, Growers & Landscape Association
Confers on

Sandra Benton C00236

The Title of
FNGLA Certified Landscape Contractor (FCLC)

Expiration Date: 12/31/2024
Certified Since: 11/02/2002

Eric Smith, FNGLA President

Merry Mott, FNGLA Certification Director



HORTICULTURE PROFESSIONAL
FNGLA
We Know What Grows
FNGLA CERTIFIED

The Florida Nursery, Growers & Landscape Association
confers on
Keely Haverland
The Title of
FNGLA Certified Horticulture Professional (FCHP)

Date: 11/21/2019

Merry Mott, FNGLA
Director of Industry Certifications

UNITED Land Services

Certification

Your Agronomics and Irrigation Specialists

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Florida ULS Operating LLC

2 Business name/disregarded entity name, if different from above
United Land Services

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12276 San Jose Blvd Suite 747

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville, FL, 32223

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
8 5 – 2 4 9 7 9 2 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/8/202

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

UNITLAN-02 SANTHOSHC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2025

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

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

PRODUCER License # 0C36861
New York-Alliant Ins Svc Inc
101 Park Ave 14th Fl
New York, NY 10178

CONTACT NAME: Stephanie Kearney
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: stephanie.kearney@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federated Mutual Insurance Company	13935
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Florida ULS Operating LLC
12276 San Jose Blvd
Suite 747
Jacksonville, FL 32223

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		1855494	3/31/2025	3/31/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			1855494	3/31/2025	3/31/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			1855495	3/31/2025	3/31/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		1855496	3/31/2025	3/31/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Ft. Pierce Branch.

Verano #1 Community Development District is an Additional Insured Subject to the Conditions of the Additional Insured - Owners, Lessees or Contractors - Automatic Status when required in Construction Agreement with you Endorsement for General Liability.

CERTIFICATE HOLDER

Verano #1 Community Development District
5385 N Nob Hill Rd.
Sunrise, FL 33351

SAMPLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

UNITED Land Services

Development Strategy

Phased Development Strategy

Best Management Practices

This is a custom designed plan using Florida Best Management Practices to exceed your desired look for this property. We have outlined the initial tasks that our Landscape Maintenance teams will perform as we begin our partnership regarding this property.

We have broken the tasks down into distinct phases to cover the first 90 days of this transition. This will provide an easy way to monitor and measure our progress as we formulate our joint strategy for the best results.



Premier Landscape Platform



A Reputation of Excellence



Full-Suite of Services



Experienced Management Team



Relationship-Oriented Service

Phased Development Strategy

Plan of Action

Phase 1 (Days 1-30)



- Meet with Property Manager and Board Committee Members to review our Three Phase Plan and Scope of Work.
- Complete an Irrigation Evaluation of system and report deficiencies and needed corrective actions.
- Establish consistent schedule for mowing, detailing and agronomics and implement accordingly.
- Perform first turf fertilizer application if possible (Blackout Period).
- Identify any areas of concern and concentrate efforts for immediate improvement. (Entrance features, weeding beds, sidewalk edging)
- Spot treat weeds in turf areas where needed.
- Formulate options for turf areas needing restoration.
- Implement weed control program in planting beds.
- Fertilize weak shrubs throughout the property.
- Start insect and disease program on all plant material.
- Evaluate the health of ailing plant material and propose improvement plan.
- Discuss any site-specific enhancement ideas.
- Perform monthly walk with Property Manager and Community Members.

Phased Development Strategy

Plan of Action

Phase 2 & 3 (Days 31-90)

- Examine Phase 1 results and modify "Plan of Action" if necessary.
- Carry on with Irrigation Inspections and Improvements.
- Carry on with Scheduled Maintenance plan i.e., mowing, blowing, and edging.
- Evaluate need for second turf fertilization dependent on condition and time of year (Blackout period).
- Carry on with weed control applications in both turf and plant beds.
- Evaluate insect and disease program and make necessary adjustments.
- Implement approved site-specific enhancements.
- Perform monthly walk through with Property Manager and continue to identify areas of opportunity or concern.



Deerbrook CDD
RFP

Evaluation Criteria

Qualification Statement Pricing

Bid Forms

Scope of Services

DEERBROOK

COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel & Distance to Shop **(20 Points Possible) (_____ Points Awarded)**

(e.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with Proposal.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Donnie Cope	11	VP of Operations	Oversees Operations
2. Brett Perez	14	Regional Operation Manager	Oversees Operations in Tampa M
3. Thomas Mootz	25	Branch Manager	Oversees operations at branch.
4. Cristi Cochran	31	Account Manager	Oversees Crews and Client Com
5. Nester Gomez	21	Irrigation Manager	Oversees Irrigation Operations

Proposed Staffing Levels

Landscape Maintenance staff will include 14 laborers, 2 supervisors, and 3 technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Cristi Cochran	31	Account Manager/BPM	Oversees Crews and Communicai
2. Thomas Mootz	25	Branch Manager/IFAS/BPM	Oversees Branch Operations
3. Nester Gomez	21	Irrigation Manager	Manages Irrigation Team
4. Maria Avilla	10	Production Manager/BPM	Oversees Crew Efficiency on Pro
5. Carlos Smith	10	Spray Technician	Oversees turf and shrub fertilzatio

2. Experience **(25 Points Possible)**

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1. Project Name/Location: Waterset South CDD

Contact: John ToBorg Contact Phone: 813-933-5571

Project Type/Description: CDD Apollo Beach, FL.

Dollar Amount of Contract: $600,000

Your Company's Detailed Scope of Services for Project: Custom landscape maintenance plan horticulture services, turf and shrub fertilization, pest control, irrigation management, small construction annual installation, mulch application, palm pruning, OTC injections, enhancement projects.

Duration of Contract: START DATE: January 25 END DATE: Current

2. Project Name/Location: Harbour Isles CDD

Contact: Angel Montagnas Contact Phone: 813-576-9748

Project Type/Description: CDD, Apollo Beach, FL.

Dollar Amount of Contract: $300,000

Your Company's Detailed Scope of Services for Project: Custom landscape maintenance plan, hort

Experience cont.

services, turf and shrub fertilization, pest control, irrigation management, small construction, annual installation, mulch applications, palm pruning, OTC injections, enhancement projects.

Duration of Contract: START DATE: October 2023 END DATE: Current

3. Project Name/Location: Champions Gate and Country Club

Contact: Christina Inkrott Contact Phone: 407-619-6936

Project Type/Description: HOA and high-end Country Club community

Dollar Amount of Contract: $1,300,000

Your Company's Detailed Scope of Services for Project: Custom landscape maintenance plan, horticulture services, turf and shrub fertilization, pest control, irrigation management, small construction, ann installation, mulch applications, palm pruning, OTC injections, enhancement projects.

Duration of Contract: START DATE: April 2022 END DATE: Current

4. Project Name/Location: Celebration CDD

Contact: Angel Montagna Contact Phone: 727-638-0268

Project Type/Description: CDD Celebration, FL.

Dollar Amount of Contract: $1,200,000

Your Company's Detailed Scope of Services for Project: Custom landscape maintenance plan, horticulture services, turf and shrub fertilization, pest control, irrigation management, small construction, annual installation, mulch applications, palm pruning, OTC injections, enhancement projects.

Duration of Contract: START DATE: 2023 END DATE: Current

5. Project Name/Location: Magnolia Park CDD

Contact: Barry Jeskewich Contact Phone: 321-263-0132

Project Type/Description: CDD Riverview, FL.

Dollar Amount of Contract: $250,000

Your Company's Detailed Scope of Services for Project: Custom landscape maintenance plan, horticultural services, turf and shrub fertilization, pest control, irrigation management, small construction, annual installation, mulch application, palm pruning, OTC injections, enhancement projects.

Duration of Contract: START DATE: August 2024 END DATE: Current

3. Understanding Scope of RFP **(10 Points Possible)**

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. Price **(20 Points Possible)**

A full twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD & FOURTH ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible (20) in this part of the evaluation criteria. *

* Contractor "A" turns in a bid of $210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of $265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). (210,000/265,000) x 20 = 15.80. Therefore, Contractor "B" will receive 15.80 of 20 possible points. Contractor "C" turns in a bid of $425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). (210,000/425,000) x 20 = 9.88. Therefore, Contractor "C" will receive 9.88 of 20 points.

5. Reasonableness of ALL Numbers **(25 Points Possible)**

Up to twenty-five (25) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in Parts 1,2,3,4 & 5.

Proposer's Total Score **(100 Points Possible)**

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Pinellas

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

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

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

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

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

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: NA.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual **(i.e., by no later than [BID PROTEST DEADLINE] at 5:00 PM (EST))**, 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 proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

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

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

Dated this 18th day of August, 2025.

Proposer: Urted Land Services
By: [signature]
Title: Business Development Manager

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of August, 2025, by Kyle Dubois, as BDM. of _____, who appeared before me this day in person, and who is either personally known to me, or produced F.D.L. as identification.

[signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Gabriella Gartner
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Notary Public State of Florida
Gabriella Gartner
My Commission HH 676980
Expires 5/15/2029

Notary Public State of Florida
Gabriella Gartner
My Commission HH 676980
Expires 5/15/2029

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1. Proposer: Florida ULS Operating, LLC. [Company Name]
   ☐ A Partnership
   ☑ A Corporation
   ☐ A Subsidiary Corporation

2. Parent Company Name: United Land Services Operating, LLC.

3. Parent Company Address:

   Street Address 12276 San Jose Blvd. Suite 747

   P.O. Box (if any) _____

   City 12276 San Jose Blvd. Sui State FL Zip Code 32223

   Telephone 904-829-9255 Fax no. na

   1st Contact Name Ray Leach Title _____

   2nd Contact Name Donnie Cope Title VP

4. Proposer Company Address (if different):

   Street Address 4195 62nd Ave. N.

   P. O. Box (if any) _____

   City Pinellas Park State FL Zip Code 32223

   Telephone 727-798-6484 Fax no. na

   1st Contact Name Thomas Mootz Title Branch Manager

   2nd Contact Name Kyle DuBois Title BD Manager

5. List the location of the office from which the proposer would provide services to District.

   Street Address 4195 62nd Ave. N.

   City Pinellas Park State FL Zip Code 33781

   Telephone 727-798-6484 Fax No. na

   1st Contract Name Thomas Mootz Title Branch Manager

6. Is the Proposer incorporated in the State of Florida? Yes (☑) No (☐)

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes (☑) No (☐)

  If no, please explain _____

- Date incorporated 4.4.2002 Charter No. M20000007467

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated? _____
- Is the company in good standing with the State? Yes (☐) No (☐)

  If no, please explain _____

- Date incorporated _____ Charter No. _____
- Is the Proposer's company authorized to do business in the State of Florida? Yes (☑) No (☐)

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes (☑) No (☐)

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(22) 87 M, (23) 154 M, (24) 242 M.

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

General Liability	$ 1,000,000
Automobile Liability	$ 1,000,000
Umbrella Coverage	$ 1,000,000
Workers Compensation	$ 1,000,000
Expiration Date	4.31.2026

10. 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 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 _____

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes ☐ No ☑ If so, where and why? _____

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes ☐ No ☑ If so, state name of individual, other organization and reason therefore.

13. List any and all litigation to which the Proposer, any personnel to work at the District, any officer and/or employee of the Proposer has been a party in the last five (5) years. ___
na

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ☐ No ☑ If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.____

na

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: please see attached references with value and size similar to Trevesta CDD

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
Luxe 1820 Apartments. Tristan Cabrera. tcabrera@alapts.com. Property wanted to decrease budget. Competitor undercut proposed budget.

17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape and irrigation maintenance work of Proposer's company and who will be assigned to this contract if awarded to Proposer.

Cristi Cochran	Account Manager	
Name	Position	
On property, communicate with client. u	31	3
Type of Work	Yrs. Exp.	Yrs. With Firm
Thomas Mootz	Branch Manager	
Name	Position	
Oversees Branch	25	4
Type of Work	Yrs. Exp.	Yrs. With Firm
Maria Avilla	Production Manager	
Name	Position	
Schedules and supervises weekly crew	10	8
Type of Work	Yrs. Exp.	Yrs. With Firm

Nester Gomez		Irrigation Manager
Name		Position
Managing Irrigation on Property	21	7
Type of Work	Yrs. Exp.	Yrs. With Firm

Carlos Smith		Spray Technician
Name		Position
Pest and Fertilizer Application	10	2
Type of Work	Yrs. Exp.	Yrs. With Firm

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Triple Creek CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Triple Creek CDD should consider the Proposer for bidding on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

United Land Services
Name of Proposer

By: Kyle DuBois
Business Development Manager
[Type Name and Title of Person Signing]

This 12th day of August, 2025

(Corporate Seal)

Sworn to before me this 12th day of August, 2025

KEELY RENEE HAVERLAND
Notary Public - State of Florida
Commission # HH 598211
My Comm. Expires Oct 1, 2028
Bonded through National Notary Assn.
(Seal)

Notary Public/Expiration Date

OFFICERS

PROPOSER: United Land Services DATE: 8.11.2025

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Bob Blandford	CEO	Oversees Entire Company	Jacksonville, FL.
Jason Lamb	CFO	Oversees all Financials of Compa	Jacksonville, FL.
Ray Leach	COO	Oversees all Operations of Comp	Jacksonville, FL.
Tatiana Kurtiyakova	VP Accounting	Oversees AR/AP Departments	Jacksonville, FL.
FOR PARENT COMPANY (if applicable)			
Bob Blandford	CEO	Oversees Entire Company	Jacksonville, FL.
Jason Lamb	CFO	Oversees all Financials of Compa	Jacksonville, FL.
Ray Leach	COO	Oversees all Operations of Comp	Jacksonville, FL.
Tatiana Kurtiyakova	VP Accounting	Oversees AR/AP Departments	Jacksonville, FL.Jason Lamb

UNITED Land Services

Pricing

EXHIBIT "C" - BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISTING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$** 113,747 **/yr.**

- Storm Cleanup $ 125 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) ULS will provide time and labor to per square foot to help guard plant material at request of customer.

$ TBD /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 65 /hr. for employee with hand-held hose

$ 175 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **$ 7,118 /yr.**

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	24-2-11	3 lb/ 1000 sf	2,700 Lb	$679.78
April	Resolute 4floz @ .75 lb ai/a	.55oz/1000 sf.	3.8 gallon	$679.78
April	10-0-11	.5 lbs/1000	450 lbs	$679.78
June	10-0-11	1 lb/ 1,000 sf	900 lbs	$679.78
August	12-0-0 Chelated Iron	8oz/ 1000 sf	56 gallon	$679.78
October	24-2-11	3 lbs/1000 sf	2,700 lbs	$679.78

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
NA no	St Augustine on property as	of 8.15.25		

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	4 lb/ 1000 sf	120 lb	$679.78
May	8-10-10	4 lb/ 1000 sf	120 lb	$679.78
October	8-10-10	4 lb/ 1000 sf	120 lb	$679.78

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12 +FeMnMg	1.5 / 100 sf	20 lb	$250
May	8-2-12 +FeMnMg	1.5 / 100 sf	20 lb	$250
October	8-2-12 +FeMnMg	1.5 / 100 sf	20 lb	$250
November	8-2-12 +FeMnMg	1.5 / 100 sf	20 lb	$250

Please list any additional fertilization for those plant materials requiring specialized applications
.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
NA				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$** 1,500 **/yr.**

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ NA /yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
NA				

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 650/acre / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 5,393 /yr.**

Freeze Protection (description of ability) ULS will provide labor, time, material pricing to cover all irrigation systems, including wells and pumps with freeze protection blankets.

$ TBD /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 95 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

200 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 65 /CY
(app. October) $ 13,000 /installation

And

100 CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 65 /CY
(app. April $ 6,500 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 19,500 /yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 127,758 **/ Initial Term**

FIRST ANNUAL RENEWAL	$ 127,758 /yr.
SECOND ANNUAL RENEWAL	$ 134,141 /yr.
THIRD ANNUAL RENEWAL	$ 134,141 /yr.
FOURTH ANNUAL RENEWAL	$ 134,141 /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

Contractor/Firm Name United Land Services

Firm Address 4195 62nd Ave. N.

City/State/Zip Pinellas Park, FL. 33781

Phone Number 813-476-0304 Fax Number na

Name and Title of Representative Kyle DuBois | Business Development Manager
(Please Print)

Representative's Signature 

Date 8.15.2025

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. na 2. _____ 3. _____ 4. _____ 5. _____

Dated this 15th day of August, 2025

BID FORM

DEERBROOK
COMMUNITY DEVELOPMENT DISTRICT
EXISTING LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

NOTE: This pricing form is intended to cover pricing for the second annual renewal should Contractor's prices change.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$** 119,434 **/yr.**

- Storm Cleanup $ 125 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Same as Year 1.

$ TBD /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

$ 65 /hr. for employee with hand-held hose

$ 175 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **$ 7,470 /yr.**

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
same	months, formulas, application	rate and applied product as	year 1.	$718.18
				$718.18
				$718.18
				$718.18
				$718.18
				$718.18

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
NA				

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
same	month, formula, application	rate and applied product	as year 1.	$718.18
				$718.18
				$718.18

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
same	month, formula, application	rate and applied product	as year 1.	$250
				$250
				$250
				$250

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum, K.O. Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
NA				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$** 1,575 **/yr.**
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ NA / yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
NA				

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. $ 650/Acre / yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 5,662 /yr.**

Freeze Protection (description of ability) same as year 1 Irrigation Freeze Protection.

Jacksonville, FL.

$ TBD /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 95 /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

200 CY Medium Pine Bark Mulch per specs for the first top-dressing at $ 68 /CY
(app. October) $ 13,600 /installation

And

_____ CY Medium Pine Bark Mulch per specs for the second top-dressing at $ 68 /CY
(app. April) $ 6,800 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 20,400 / yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 134,141 **/ Second Annual Renewal**

THIRD ANNUAL RENEWAL $ 134,141 /yr.
FOURTH ANNUAL RENEWAL $ 134,141 /yr.

***Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the four possible annual renewal periods.**

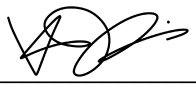
Contractor/Firm Name United Land Services

Firm Address 4195 62nd Ave N.

City/State/Zip Pinellas Park, FL. 33781

Phone Number 813-476-0304 Fax Number na

Name and Title of Representative Kyle DuBois | Business Development Manager
(Please Print)

Representative's Signature 

Date 8.12.25

COST BREAKOUT FOR GENERAL LANDSCAPE MAINTENANCE

General Landscape Maintenance

Mowing, hard edging, blowing off hard surfaces:	$ 3,500 / event
Pond bank mowing, including line-trimming to water's edge:	$ 1,500 / event
Bed detailing, including weeding, soft edging, shrub pruning, delineation and dead-wooding, dead-heading of annuals, trash and landscape litter removal:	$ 2,500 / event
Tree Lifting:	$ TBD / event
Palm Pruning, including seed pods, old flower stalks, and inflorescence, vines & volunteers:	$ 2,700 / event

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of:
United Land Services ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 12th day of August, 2025.

Proposer: United Land Services
By: Kyle DuBois
Title: Business Development Manager

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of X physical presence or _ online notarization, this 12th day of August, 2025, by Kyle DuBois, as Business Development Manager of United Land Services, on its behalf. He/She [___] is personally known to me or [___] produced _____ as identification.

KEELY RENEE HAVERLAND
Notary Public - State of Florida
Commission # HH 598211
My Comm. Expires Oct 1, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Deerbrook Community Development District.

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of BDM for United land Services ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.

3. Proposer's business address is _____

   12276 San Jose Blvd. Suite 747. Jacksonville, FL. 32223

4. Proposer's Federal Employer Identification Number (FEIN) is 85-24 97925

   (If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or,

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

`

X(X)Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

( ) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

( ) There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

( ) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

( ) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE PROPOSER EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE MEET ANY OF THE PROHIBITED CRITERIA. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER MEETS ANY OF THE PROHIBITED CRITERIA, THE PROPOSER SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO DOES NOT MEET ANY OF THE PROHIBITED CRITERIA. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPOSER.

The foregoing SWORN STATEMENT is dated this 12th day of August, 2025.

(Corporate Seal, if applicable)

United Land Services
(Name of Proposer)

By: Kyle DuBois

Title: Business Development Manager

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 12th day of August, 2025, by Kyle DuBois of United Land Services, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

KEELY RENEE HAVERLAND
Notary Public - State of Florida
Commission # HH 598211
My Comm. Expires Oct 1, 2028
Bonded through National Notary Assn.

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

Scope of Services:

EXHIBIT "A" - SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week
NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 services (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be **immediately** re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of Deerbrook CDD's Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing/herbicide applications, etc. Weekend work is permitted when necessary upon prior approval. Any lawn that dies or becomes weak or unsightly (including heavy weed infestation, excessive insect or disease damage, etc.) shall be replaced at the sole cost of the Contractor. This excludes damage from water restrictions (only if automatic irrigation is completely and legally banned by the State and/or local authorities). At all times, Contractor must maintain the perimeters of all natural areas so the growth does not overtake the turf in open lawns, pond banks, tracts between the edges of the wetland and sidewalks, trails or roadways. Contractor is expected to regularly cut this material back and dispose of off-site on an as-needed basis. Contractors will be expected to maintain these tree lines in this trimmed condition throughout the duration of the contract.

1A) POND MOWING – All pond banks identified as such (green) on the overall Deerbrook Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water's edge or sod line (if water is not

present). Line trimming at water's edge and line trimming of all drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. As mentioned earlier, The DISTRICT requires mowers to be equipped with a mulching-type deck with mulch flap in the closed position, specifically around pond banks. If circumstances do not allow this, mowers must blow all clippings away from pond banks, but not into any residential lawns. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) shall be edged and/or line trimmed every week and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property**.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (i.e., MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, BOARDWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE ENTIRE PROPERTY (OR DESIGNATED SECTIONS) MUST BE MOWED, EDGED, LINE-TRIMMED AND ALL DEBRIS BLOWN OFF ALL PAVEMENT IN THE SAME DAY. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars.

(This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs over sidewalks/turf areas (10') in and outside of ROW's and roads (15'), respectively. This may depend on location and species of tree and shall vary according to DOT specs. All moss hanging from trees (including ball moss) shall be removed up to a height of 15' from all CDD-maintained trees on an as-needed basis. During the dormant season, ALL Crape Myrtles shall have ALL mosses removed up to a height of 15'. During this time, all Crape Myrtles less than 15' in height must be pruned. This includes the removal of all seed pods. Crape Myrtles are not to be "hat racked" at any time. Pencil to thumb pruning is the preferred method of Crape Myrtle pruning and shall be performed after threat of frost has passed but before new growth flushes. Any initial removal of all Spanish and Ball Mosses shall be included in the proposals and completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Deerbrook. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants sheared into rounded balls or unnatural shapes will not be allowed. In fact, shearing should be incorporated on a limited basis to not spread fungus and other disease. Selective pruning is the preferred method of shaping. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place and disposed of off-site. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, another solution will need to be proposed and executed.

Palms: **All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times.** This includes only the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning of palms shall never raise the canopy above the three o'clock – nine o'clock horizontal. Contractor will not be asked to trim a singular palm on the property but will be required to trim palms once a significant quantity of palms have a petticoat of dead fronds. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Flower/Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall utilize sterilized pruning equipment (preferably having a minimum of two sets of pruning tools to allow sterilization of previously used equipment between palms). Contractor shall

pay careful attention when pruning Medjool, Sylvester, Reclinata, Canary & Washington Palms. Palms on pool decks (and all other plant material, in general, on pool decks) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times.

4) WEEDS AND GRASSES – All shrub & groundcover beds as well as all turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre- & post-emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. <u>HAND PULLING MUST BE PERFORMED</u>.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, FENCES, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The CONTRACTOR shall be responsible for the replacement of turf and ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas, including curb and gutter along roadways shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curb line or sidewalk expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as

these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance or for the duration of the Contractor's contract, whichever is greater.

Reporting

Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule for the upcoming month. The Contractor shall also report on any deficiencies or items needing attention relating to disease and insects or other afflictions. Contractor shall prescribe the treatment plan he is to follow to remedy such afflictions.

PART 2

FERTILIZATION

Contractor shall abide by all requirements in Ordinance No. 14-16 regarding the application of fertilizer within Pasco County.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF PASCO COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of a line running east-west from coast to coast through Ocala and north of a line between Tampa & Vero Beach.)

All Bahia Sod:

March	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for warm- season weeds
April	A second application of PreM formulated for Bahia turf for warm-season weeds
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF) + PreM
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
October	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for cool-season weeds

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF + PreM
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	A complete fertilizer based on soil tests + PreM

The contractor shall submit a fertilizer label to Landscape Specialist for approval prior to application. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It

shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8-2-12+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, May, October & late November). The "2" should be reduced to "0" if a soil test indicates there is not a deficiency of Phosphorus in the soil. 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

The District requires that all fertilizer applied to all palms on the CDD property be 8-2-12+4Mg. The fertilizer label shall reflect that 100% of the N, K, Mg, and B sources be in slow-release or controlled-

release form and all the Mn, Fe Zn & Cu sources be water soluble (generally these will be sulfates, except for Fe, which can be chelated with EDTA or DTPA). No source of N, K, Mg or B should be water-soluble. This will be considered an unacceptable fertilizer. The information below reflects the most effective sources for the seven critical elements in Florida landscape palm fertilizers:

Element Recommended Sources:*

N - Sulfur-coated urea, resin (or polymer)-coated urea or ammonium salts, urea-formaldehyde
P - Superphosphate, triple superphosphate, coated diammonium phosphate
K - Sulfur-coated potassium sulfate (may have additional polymer coating)
Mg - Kieserite (magnesium sulfate monohydrate) granules
Mn - Manganese sulfate
Fe - Iron sulfate, FeEDTA and/or FeDTPA
B - Granubor® (sodium borate)

*Based on data from Broschat (1991, 1996, 1997, 2008) and Broschat and Elliott (2005)Archival copy: for current recommendations see http://edis.ifas.ufl.edu or your local extension office.

This item will not be included in the contract amount and fertilizer shall not be billed equally on a monthly basis but invoiced the month after application. Contractor is required to provide proposals for each application and proceed once District approval has been executed.

CONTRACTOR shall provide the DISTRICT with PALM fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity prior to purchase. This is to allow time to verify nutrient sources for the macro and micronutrients ensuring they are in slow-release or water-soluble forms. Payment will not be made until the correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the CDD's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Lethal Bronzing. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.
For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all green areas designated as "CDD Maintained – with irrigation unless otherwise noted" on the Maintenance Exhibit. Do NOT include roadway medians in this price nor lake banks, trails or between ponds and conservation areas. It is limited to those landscaped areas under automated irrigation.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems.

A. Irrigation Controllers
   1. Semi-automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

C. Irrigation Systems
   1. Manual test and inspection of each irrigation zone
   2. Clean and raise heads as necessary
   3. Adjust arc pattern and distance for required coverage areas
   4. Clean out irrigation valve boxes

D. Report
   1. Irrigation operation time
   2. Irrigation start time
   3. Maintenance items performed
   4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned, and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such

repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management, or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion,

After the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads (includes spray heads), nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Lee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

PART 5
INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds & tree rings) with Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches **after compaction**.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner. Labor for trenching shall be included in the unit cost of the mulch.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard/bale and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.

[END OF SECTION

]

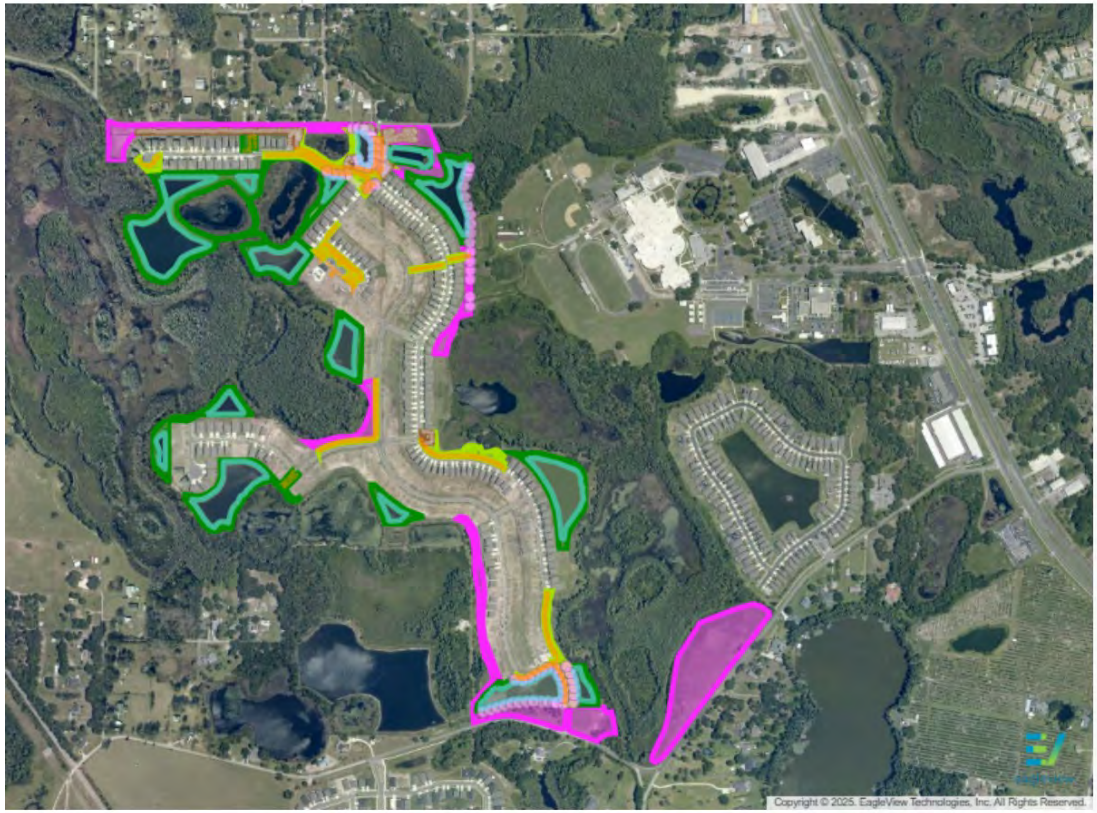
EXHIBIT B
Landscape Maintenance Map

(under separate cover)

Service Map

UNITED Land Services

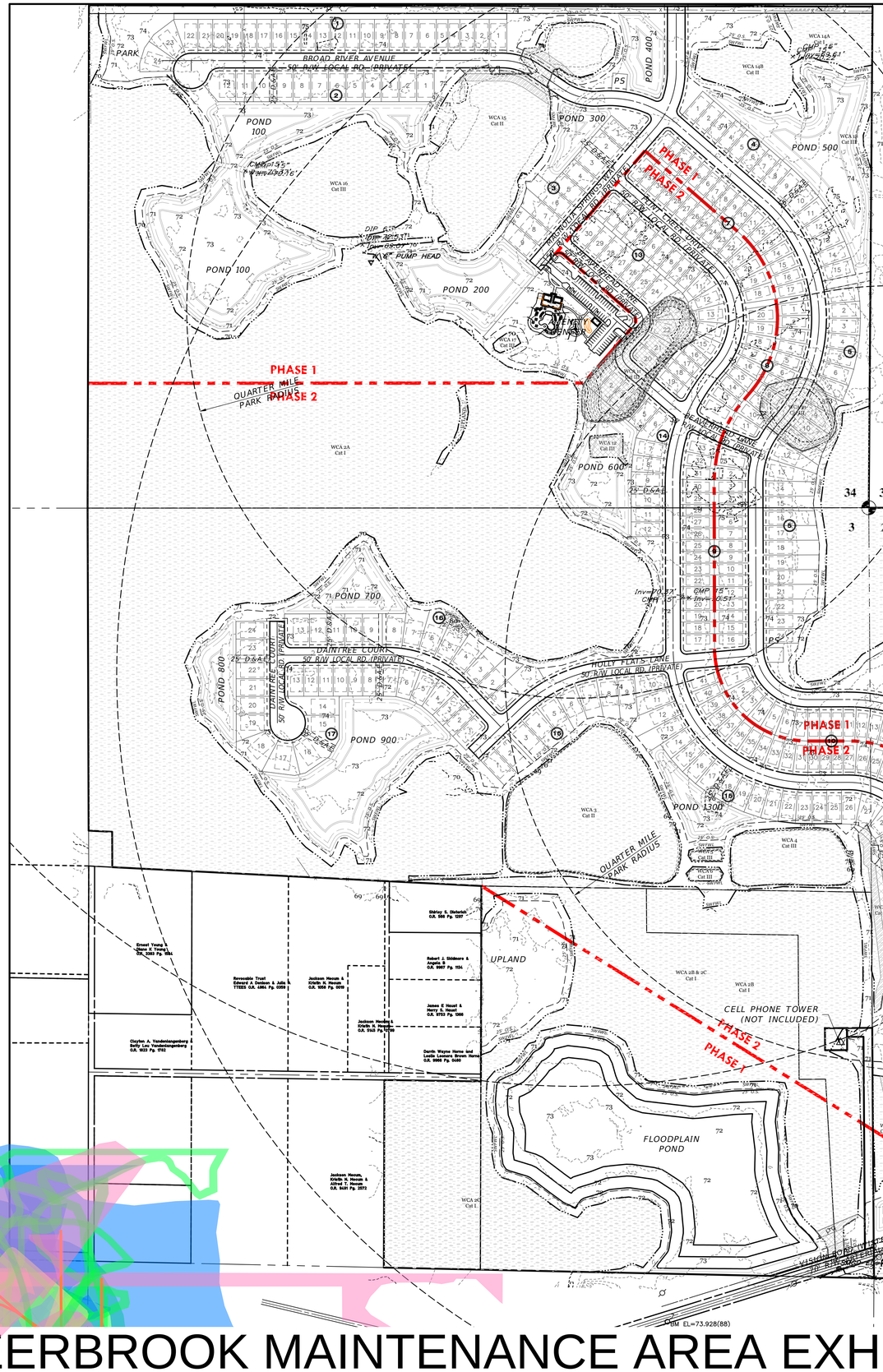
Deerbrook CDD

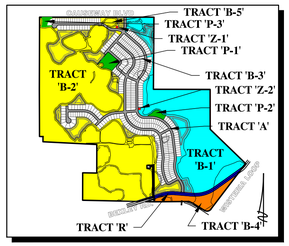


Exported on 8/6/2025

Legend

Name	Quantity
Mowing with 60" Central Florida	48631 SF
Mowing with 72" Central Florida	96937 SF
Mowing with 72" Central Florida	639862 SF
Mowing with 96" Central Florida	744322 SF
Edge - Hard Central Florida	19067.71 LF
Edge - Soft Central Florida	3876.85 LF
Weedeat - Pond Edges Central Florida	15641.47 LF
Shear / Bed Space-Central Florida	35957 SF
Tree ring	76





INDEX TO MAP COVERAGE

DEERBROOK (FKA CLARK PROPERTY)
TRACT DESIGNATION TABLE

TRACT	DESIGNATION
TRACT A	(CDD/HOA) RIGHT-OF-WAY
TRACT P-1	(CDD/HOA) PARK AREA
TRACT P-2	(CDD/HOA) PARK AREA
TRACT P-3	(CDD/HOA) PARK AREA
TRACT Z-1	(PUBLIC) PUMP STATION SITE
TRACT Z-2	(PUBLIC) PUMP STATION SITE
TRACT B-1	(CDD/HOA) DRAINAGE, LANDSCAPE AREA AND OPEN SPACE; WETLAND CONSERVATION AREA
TRACT B-2	(CDD/HOA) DRAINAGE, LANDSCAPE AREA AND OPEN SPACE; WETLAND CONSERVATION AREA
TRACT B-3	(CDD/HOA) DRAINAGE, LANDSCAPE AREA AND OPEN SPACE
TRACT B-4	(CDD/HOA) DRAINAGE, LANDSCAPE AREA AND OPEN SPACE; WETLAND CONSERVATION AREA
TRACT B-5	(CDD/HOA) DRAINAGE, LANDSCAPE AREA AND OPEN SPACE; WETLAND CONSERVATION AREA
TRACT R	(PUBLIC) FUTURE RIGHT-OF-WAY

*TRACT DESIGNATION IS MORE OR LESS, AND SUBJECT TO CHANGE WITH FINAL PLATTING WITHOUT MODIFICATION

N

400 200 0 200 400

SCALE: 1" = 200'

SITE DATA TABLE

	TOTAL	UPLAND	WETLAND	LOTS	GROSS DENSITY	NET DENSITY
	323.61	156.13	167.48	410	1.3	2.6
Phase 1	203.08	113.75	89.33	193	1.0	1.7
Phase 2	120.53	53.73	66.8	217	1.8	4.0

LOT SUMMARY TABLE

LOT SIZE	PHASE 1	PHASE 2	TOTAL	% TOTAL
40'	92	107	199	48.54
50'	78	77	155	37.80
60'	23	33	56	13.66
TOTAL	193	217	410	

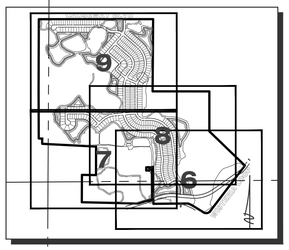
NOTE:
1. *Per approved MPUD condition 38, at least forty percent (40%) of the single family detached lots shall be 50 feet wide or greater.*

NOTES:
1. *Refer to Master Drainage Plan for FEMA Flood Zone information.*
2. *Refer to Master Drainage Plan for Wetland Summary Table.*
3. *Refer to Master Drainage Plan for Drainage Easement Details.*
4. *There are no know Wellhead Protection Areas within 1,000 feet of the development.*
5. *Subject property is not located within a Pasco County Hurricane Evacuation Zone.*

THE HOA OR CDD DOCUMENTS SHALL INCLUDE LANGUAGE TO PREVENT RESIDENTIAL LOT OWNERS FROM FILLING AND/OR ALTERING DRAINAGE PATTERNS ON RESIDENTIAL LOTS INCLUDING, BUT NOT LIMITED TO, PORTIONS OF THE RESIDENTIAL LOTS BELOW THE 100-YEAR FLOODPLAIN ELEVATION.

LEGEND

EXISTING	*PROPOSED*	
	12	*STORM DRAINAGE STRUCTURE & PIPE (SIZE IN INCHES)*
10	10	*STRUCTURE NO.*
+62.9	65.00	*SPOT ELEVATION*
	65.00 / 65.00	*PROPOSED PROFILE GRADE ELEVATION*
63	65.00	*CONTOUR*
		DIRECTION OF SURFACE FLOW
		STAKED EROSION CONTROL
		FLOATING TURBIDITY BARRIER
ZONE A		*FEMA FLOOD ZONE BOUNDARY*
62.0		*BASE FLOOD ELEVATION (FT)*
SWFWL		*SWFWMD WETLAND LINE*
25'O.S.		*25' OFFSET FROM WETLAND LINE*
10 — WETLAND/HYDROPERIOD ID SH=65.00 NP=63.50		*WETLAND HYDROPERIOD DATA*
WCA 108 Cat III		*WETLAND CONSERVATION AREA PASCO WETLAND CATEGORY*
		WETLAND AREAS
		PROPOSED WETLAND IMPACTS
		PROJECT BOUNDARY
		OPTIONAL PEDESTRIAN PATH/BOARDWALK



INDEX TO MAP COVERAGE

PRELIMINARY DEVELOPMENT KEY

DEERBROOK SUBDIVISION
PHASES 1, 2, & AMENITY CENTER

JOB NO. 000-00-000
DESIGN SANDERS
DRAWN DROOR
DATE 11-29-2022
FILE SDKEY

PREPARED FOR: SK DEERBROOK LLC
PASCO CLIENT NAME 2

Elevations based on North American Vertical Datum 1988 (NAVD 88)
Conversion from NAVD 88 to NGVD 29 = +0.83 Feet

SHEET 4 OF 87 SHEETS

P:\CLARK PROPERTY\MASTER PLAN\DRAWING\CONDSC\PDPKEY.DWG-4 PRELIMINARY DEVELOPMENT KEY 2022/11/29 1:31 PM CLD ENGINEER

Clearview LAND DESIGN, P.L.
Engineering Business CA No.: 28858
3010 W Azeele St., Suite 450, Tampa, Florida 33609
Office: 813-282-1019 Fax: 813-282-1975

DATE: BRIAN G. SURAK NO. 59064
FLORIDA PROFESSIONAL ENGINEER

DATE	DESCRIPTION	BY
	REVISIONS	
06-02-2022	REVISED PER COUNTY COMMENTS	JHS
12-15-2022	REVISED PER SWFWMD COMMENTS	JHS
12-29-2022	REVISED PER COUNTY COMMENTS	BG

DEERBROOK MAINTENANCE AREA EXHIBIT

Financials

Not to be Shared with Public



Not to be Shared with Public

Financial Reporting Deck

For the Period Ended February 29, 2024

United Land Services
Consolidated Income Statement - Pro-Forma
United Land Services
For the Period Ended February 29, 2024

	Current Month					Year to Date					Trailing Twelve Months		
	2/29/2024 Actual	2/29/2024 Budget	2/28/2023 Prior	Variance F/(U) Budget	Variance F/(U) Prior	2/29/2024 Actual	2/29/2024 Budget	2/28/2023 Prior	Variance F/(U) Budget	Variance F/(U) Prior	2/29/2024 Actual	2/28/2023 Prior	Var F/(U) Prior
Net Revenue	**19,351**	**18,135**	**19,485**	**1,216**	**(134)**	**37,758**	**36,248**	**37,523**	**1,510**	**236**	**226,616**	**167,380**	**59,237**
% Net Sales to Gross Revenue	*100.0%*	*100.0%*	*100.0%*			*100.0%*	*100.0%*	*100.0%*			*99.8%*	*100.2%*	*35.4%*
Direct Labor	3,918	4,189	3,429	271	(489)	7,568	8,335	6,797	767	(772)	51,776	33,925	(17,852)
Direct Subcontractor Costs	2,031	1,205	1,893	(826)	(138)	3,957	2,415	3,951	(1,542)	(6)	23,550	19,219	(4,332)
Direct Material	5,924	5,578	6,858	(346)	934	11,396	11,230	13,282	(166)	1,886	69,675	61,214	(8,460)
Other Direct Costs	232	162	134	(70)	(98)	462	322	294	(140)	(168)	2,522	1,466	(1,056)
Total COGS	**12,105**	**11,134**	**12,314**	**(971)**	**209**	**23,384**	**22,303**	**24,323**	**(1,081)**	**940**	**147,523**	**115,824**	**(31,699)**
Direct Margin	**7,246**	**7,000**	**7,171**	**246**	**75**	**14,375**	**13,946**	**13,199**	**429**	**1,175**	**79,094**	**51,556**	**27,538**
% Direct Margin to Sales	*37.4%*	*38.6%*	*36.8%*		*0.64%*	*38.1%*	*38.5%*	*35.2%*			*34.9%*	*30.8%*	
Indirect Labor	1,226	1,310	843	84	(383)	2,769	2,879	1,648	110	(1,121)	15,503	8,588	(6,915)
Vehicle & Equipment	1,415	1,249	1,031	(166)	(384)	2,650	2,493	2,114	(158)	(537)	15,135	11,237	(3,898)
COGS Depreciation	710	863	496	153	(214)	1,607	1,726	881	119	(726)	8,677	4,059	(4,618)
Other Indirect Costs	103	101	70	(2)	(33)	201	198	202	(3)	1	849	1,253	404
Total Indirect COGS	**3,453**	**3,523**	**2,440**	**70**	**(1,013)**	**7,227**	**7,296**	**4,844**	**69**	**(2,383)**	**40,163**	**25,137**	**(15,026)**
Gross Profit	**3,793**	**3,477**	**4,731**	**316**	**(938)**	**7,148**	**6,650**	**8,355**	**498**	**(1,207)**	**38,930**	**26,419**	**12,511**
% Gross Profit to Sales	*19.6%*	*19.2%*	*24.3%*			*18.9%*	*18.3%*	*22.3%*			*17.2%*	*15.8%*	
Selling Expenses	221	182	123	(39)	(98)	408	377	244	(31)	(164)	2,524	1,408	(1,116)
Administrative Salaries	1,236	1,127	1,127	(109)	(110)	2,569	2,356	2,360	(213)	(209)	14,859	7,872	(6,987)
Rent	225	194	164	(31)	(60)	444	388	329	(56)	(115)	2,256	1,187	(1,070)
Professional Fees	40	38	19	(2)	(21)	82	76	34	(6)	(48)	272	229	(43)
Technology Expenses	66	62	62	(5)	(5)	132	123	112	(9)	(20)	825	439	(386)
Other G&A	342	322	553	(21)	211	683	645	1,009	(38)	326	4,781	3,167	(1,614)
SG&A Depreciation	51	43	39	(8)	(12)	102	85	74	(17)	(28)	531	374	(158)
Regional Allocation	-	-	129	-	129	-	-	221	-	221	137	221	84
Total SG&A	**2,181**	**1,967**	**2,216**	**(214)**	**35**	**4,420**	**4,051**	**4,383**	**(369)**	**(37)**	**26,184**	**14,896**	**(11,289)**
% SG&A to Sales	*11.3%*	*10.8%*	*11.4%*			*11.7%*	*11.2%*	*11.7%*			*11.6%*	*8.9%*	
Operating Income	**1,612**	**1,510**	**2,516**	**102**	**(904)**	**2,728**	**2,599**	**3,972**	**129**	**(1,244)**	**12,746**	**11,523**	**1,223**
% Operating Income to Sales	*8.3%*	*8.3%*	*12.9%*			*7.2%*	*7.2%*	*10.6%*			*5.6%*	*6.9%*	
Amortization	729	466	356	(263)	(373)	1,430	932	690	(498)	(740)	6,915	3,890	(3,025)
Interest	1,320	768	569	(552)	(750)	2,644	1,536	1,149	(1,108)	(1,495)	12,687	4,782	(7,905)
Non-Op (Income)/Expense	6	(0)	(6)	(7)	(12)	59	(0)	(12)	(59)	(71)	(312)	32	344
Non-Recurring	182	36	181	(147)	(2)	542	71	1,072	(470)	530	8,643	4,316	(4,327)
Mgt/BOD Fees	67	67	50	0	(17)	133	133	100	0	(33)	700	600	(100)
Tax Expense	-	23	-	23	-	-	46	-	46	-	143	5	(137)
Net Income	**(692)**	**151**	**1,365**	**(843)**	**(2,058)**	**(2,080)**	**(120)**	**973**	**(1,960)**	**(3,054)**	**(16,031)**	**(2,102)**	**(13,928)**
% Net Income to Sales	*-3.6%*	*0.8%*	*7.0%*			*-5.5%*	*-0.3%*	*2.6%*			*-7.1%*	*-1.3%*	
Depreciation	761	906	534	145	(226)	1,709	1,811	955	103	(754)	9,208	4,432	(4,775)
Amortization	729	466	356	(263)	(373)	1,430	932	690	(498)	(740)	6,915	3,890	(3,025)
Interest	1,320	768	569	(552)	(750)	2,644	1,536	1,149	(1,108)	(1,495)	12,687	4,782	(7,905)
Taxes	-	23	-	23	-	-	46	-	46	-	143	5	(137)
EBITDA	**2,117**	**2,313**	**2,825**	**(196)**	**(708)**	**3,702**	**4,205**	**3,767**	**(503)**	**(65)**	**12,922**	**11,007**	**1,914**
% EBITDA to Sales	*10.9%*	*12.8%*	*14.5%*			*9.8%*	*11.6%*	*10.0%*			*5.7%*	*6.6%*	
Mgt/BOD Fees	67	67	50	0	(17)	133	133	100	0	(33)	700	600	(100)
Pro-forma Adjustment	-				-	-	-			-	-		-
Other Non-Recurring	182	36	181	(147)	(2)	542	71	1,072	(470)	530	8,643	4,316	(4,327)
Adjusted EBITDA	**2,366**	**2,416**	**3,056**	**(49)**	**(690)**	**4,377**	**4,410**	**4,939**	**(33)**	**(562)**	**22,265**	**15,924**	**6,341**
% Adjusted EBITDA to Sales	*12.2%*	*13.3%*	*15.7%*			*11.6%*	*12.2%*	*13.2%*			*9.8%*	*9.5%*	

United Land Services
Consolidated Balance Sheets
For the Period Ended February 29, 2024
Amounts in $000's

	2/29/2024	2/28/2023	12/31/2022	CME v PYCME	CME V PYE
	Actual	Actual	Actual	Actual	Actual
Assets					
Cash & Equivalents	2,065	6,357	5,025	(4,292)	(2,960)
Net Receivables	35,602	27,206	22,311	8,395	13,291
Inventory	2,763	1,246	979	1,516	1,784
Prepaid Expenses	1,010	717	996	293	14
Other	3,002	2,397	2,041	605	961
Total Current Assets	44,441	37,924	31,351	6,518	13,090
Fixed Assets	53,474	29,552	24,030	23,922	29,444
Accumulated Depreciation	(8,648)	(4,374)	(3,494)	(4,274)	(5,155)
Net Fixed Assets	44,825	25,178	20,536	19,648	24,289
Assets Under Construction	-	-	-	-	-
Deferred Taxes	2,094	2,094	2,094	0	0
Loan Origination Fees	-	-	-	-	-
Net Intangibles	62,178	28,659	27,059	33,518	35,119
Related Party Receivable	0	0	(8)	(0)	8
Other Long Term Assets	693	371	359	322	334
Total Assets	**154,232**	**94,226**	**81,391**	**60,005**	**72,841**
Liabilities					
Accounts Payable	11,386	11,857	10,202	(471)	1,184
Accrued Interest	-	-	-	-	-
Related Party payable	-	-	-	-	-
Other Current Liabilities	10,186	4,318	3,174	5,869	7,012
Total Current Liabilities	21,572	16,174	13,376	5,398	8,196
Debt					
Long Term Notes Payable-Twinbrook	103,614	48,233	39,483	55,381	64,131
Deferred Financing Costs	(2,529)	(1,819)	(1,917)	(710)	(612)
Long Term Notes Payable-John Deere	3,149	601	636	2,548	2,513
Revolver	5,500	2,000	2,000	3,500	3,500
Capital Lease	11,437	7,115	6,527	4,322	4,910
Operating Lease	5,970	2,597	2,597	3,373	3,373
Sellers Note	979	1,125	250	(146)	729
Pre-Acquisition Debt	-	-	-	-	-
Total Debt	128,120	59,853	49,577	68,267	78,544
Other Long Term Liabilities	2,392	2,392	2,392	-	-
Total Liabilities	**152,084**	**78,419**	**65,345**	**73,665**	**86,740**
Equity					
Capital Stock	36,460	31,650	31,200	4,810	5,260
Retained Earnings	(34,312)	(15,842)	(15,153)	(18,470)	(19,159)
Total Equity	2,148	15,808	16,046	(13,660)	(13,899)
Total Liabilities and Shareholder's Equity	**154,232**	**94,226**	**81,391**	**60,005**	**72,841**
	-	-	-		

United Land Services
Consolidated Income Statement - Pro-Forma
United Land Services
For the Period Ended February 29, 2024

	Current Month					Year to Date					Trailing Twelve Months		
	2/29/2024 Actual	2/29/2024 Budget	2/28/2023 Prior	Variance F/(U) Budget	Variance F/(U) Prior	2/29/2024 Actual	2/29/2024 Budget	2/28/2023 Prior	Variance F/(U) Budget	Variance F/(U) Prior	2/29/2024 Actual	2/28/2023 Prior	Var F/(U) Prior
Net Revenue	**19,351**	**18,135**	**19,485**	**1,216**	**(134)**	**37,758**	**36,248**	**37,523**	**1,510**	**236**	**226,616**	**167,380**	**59,237**
% Net Sales to Gross Revenue	*100.0%*	*100.0%*	*100.0%*			*100.0%*	*100.0%*	*100.0%*			*99.8%*	*100.2%*	*35.4%*
Direct Labor	3,918	4,189	3,429	271	(489)	7,568	8,335	6,797	767	(772)	51,776	33,925	(17,852)
Direct Subcontractor Costs	2,031	1,205	1,893	(826)	(138)	3,957	2,415	3,951	(1,542)	(6)	23,550	19,219	(4,332)
Direct Material	5,924	5,578	6,858	(346)	934	11,396	11,230	13,282	(166)	1,886	69,675	61,214	(8,460)
Other Direct Costs	232	162	134	(70)	(98)	462	322	294	(140)	(168)	2,522	1,466	(1,056)
Total COGS	**12,105**	**11,134**	**12,314**	**(971)**	**209**	**23,384**	**22,303**	**24,323**	**(1,081)**	**940**	**147,523**	**115,824**	**(31,699)**
Direct Margin	**7,246**	**7,000**	**7,171**	**246**	**75**	**14,375**	**13,946**	**13,199**	**429**	**1,175**	**79,094**	**51,556**	**27,538**
% Direct Margin to Sales	*37.4%*	*38.6%*	*36.8%*		*0.64%*	*38.1%*	*38.5%*	*35.2%*			*34.9%*	*30.8%*	
Indirect Labor	1,226	1,310	843	84	(383)	2,769	2,879	1,648	110	(1,121)	15,503	8,588	(6,915)
Vehicle & Equipment	1,415	1,249	1,031	(166)	(384)	2,650	2,493	2,114	(158)	(537)	15,135	11,237	(3,898)
COGS Depreciation	710	863	496	153	(214)	1,607	1,726	881	119	(726)	8,677	4,059	(4,618)
Other Indirect Costs	103	101	70	(2)	(33)	201	198	202	(3)	1	849	1,253	404
Total Indirect COGS	**3,453**	**3,523**	**2,440**	**70**	**(1,013)**	**7,227**	**7,296**	**4,844**	**69**	**(2,383)**	**40,163**	**25,137**	**(15,026)**
Gross Profit	**3,793**	**3,477**	**4,731**	**316**	**(938)**	**7,148**	**6,650**	**8,355**	**498**	**(1,207)**	**38,930**	**26,419**	**12,511**
% Gross Profit to Sales	*19.6%*	*19.2%*	*24.3%*			*18.9%*	*18.3%*	*22.3%*			*17.2%*	*15.8%*	
Selling Expenses	221	182	123	(39)	(98)	408	377	244	(31)	(164)	2,524	1,408	(1,116)
Administrative Salaries	1,236	1,127	1,127	(109)	(110)	2,569	2,356	2,360	(213)	(209)	14,859	7,872	(6,987)
Rent	225	194	164	(31)	(60)	444	388	329	(56)	(115)	2,256	1,187	(1,070)
Professional Fees	40	38	19	(2)	(21)	82	76	34	(6)	(48)	272	229	(43)
Technology Expenses	66	62	62	(5)	(5)	132	123	112	(9)	(20)	825	439	(386)
Other G&A	342	322	553	(21)	211	683	645	1,009	(38)	326	4,781	3,167	(1,614)
SG&A Depreciation	51	43	39	(8)	(12)	102	85	74	(17)	(28)	531	374	(158)
Regional Allocation	-	-	129	-	129	-	-	221	-	221	137	221	84
Total SG&A	**2,181**	**1,967**	**2,216**	**(214)**	**35**	**4,420**	**4,051**	**4,383**	**(369)**	**(37)**	**26,184**	**14,896**	**(11,289)**
% SG&A to Sales	*11.3%*	*10.8%*	*11.4%*			*11.7%*	*11.2%*	*11.7%*			*11.6%*	*8.9%*	
Operating Income	**1,612**	**1,510**	**2,516**	**102**	**(904)**	**2,728**	**2,599**	**3,972**	**129**	**(1,244)**	**12,746**	**11,523**	**1,223**
% Operating Income to Sales	*8.3%*	*8.3%*	*12.9%*			*7.2%*	*7.2%*	*10.6%*			*5.6%*	*6.9%*	
Amortization	729	466	356	(263)	(373)	1,430	932	690	(498)	(740)	6,915	3,890	(3,025)
Interest	1,320	768	569	(552)	(750)	2,644	1,536	1,149	(1,108)	(1,495)	12,687	4,782	(7,905)
Non-Op (Income)/Expense	6	(0)	(6)	(7)	(12)	59	(0)	(12)	(59)	(71)	(312)	32	344
Non-Recurring	182	36	181	(147)	(2)	542	71	1,072	(470)	530	8,643	4,316	(4,327)
Mgt/BOD Fees	67	67	50	0	(17)	133	133	100	0	(33)	700	600	(100)
Tax Expense	-	23	-	23	-	-	46	-	46	-	143	5	(137)
Net Income	**(692)**	**151**	**1,365**	**(843)**	**(2,058)**	**(2,080)**	**(120)**	**973**	**(1,960)**	**(3,054)**	**(16,031)**	**(2,102)**	**(13,928)**
% Net Income to Sales	*-3.6%*	*0.8%*	*7.0%*			*-5.5%*	*-0.3%*	*2.6%*			*-7.1%*	*-1.3%*	
Depreciation	761	906	534	145	(226)	1,709	1,811	955	103	(754)	9,208	4,432	(4,775)
Amortization	729	466	356	(263)	(373)	1,430	932	690	(498)	(740)	6,915	3,890	(3,025)
Interest	1,320	768	569	(552)	(750)	2,644	1,536	1,149	(1,108)	(1,495)	12,687	4,782	(7,905)
Taxes	-	23	-	23	-	-	46	-	46	-	143	5	(137)
EBITDA	**2,117**	**2,313**	**2,825**	**(196)**	**(708)**	**3,702**	**4,205**	**3,767**	**(503)**	**(65)**	**12,922**	**11,007**	**1,914**
% EBITDA to Sales	*10.9%*	*12.8%*	*14.5%*			*9.8%*	*11.6%*	*10.0%*			*5.7%*	*6.6%*	
Mgt/BOD Fees	67	67	50	0	(17)	133	133	100	0	(33)	700	600	(100)
Pro-forma Adjustment	-				-	-	-			-	-		-
Other Non-Recurring	182	36	181	(147)	(2)	542	71	1,072	(470)	530	8,643	4,316	(4,327)
Adjusted EBITDA	**2,366**	**2,416**	**3,056**	**(49)**	**(690)**	**4,377**	**4,410**	**4,939**	**(33)**	**(562)**	**22,265**	**15,924**	**6,341**
% Adjusted EBITDA to Sales	*12.2%*	*13.3%*	*15.7%*			*11.6%*	*12.2%*	*13.2%*			*9.8%*	*9.5%*	

United Land Services
Consolidated Income Statement - Pro-Forma
Rolling TTM
United Land Services
For the Period Ended February 29, 2024

	February 2023 Actual	March 2023 Actual	April 2023 Actual	May 2023 Actual	June 2023 Actual	July 2023 Actual	August 2023 Actual	September 2023 Actual	October 2023 Actual	November 2023 Actual	December 2023 Actual	January 2024 Actual	February 2024 Actual	TTM Actual
Net Revenue	**19,485**	**20,656**	**18,217**	**19,048**	**18,444**	**18,523**	**19,839**	**17,451**	**19,005**	**19,481**	**18,194**	**18,408**	**19,351**	**226,616**
% Net Sales to Gross Revenue	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*	*100.0%*
Direct Labor	3,429	4,128	4,035	4,534	4,870	4,947	5,577	4,657	4,368	3,668	3,423	3,651	3,918	51,776
Direct Subcontractor Costs	1,893	1,870	1,625	1,871	1,266	1,783	2,779	2,279	1,701	1,994	2,426	1,926	2,031	23,550
Direct Material	6,858	7,211	5,883	6,329	5,601	5,533	5,510	4,671	6,085	6,170	5,285	5,473	5,924	69,675
Other Direct Costs	134	189	156	160	254	189	232	197	240	174	269	230	232	2,522
Total COGS	**12,314**	**13,398**	**11,699**	**12,894**	**11,991**	**12,453**	**14,099**	**11,803**	**12,394**	**12,006**	**11,403**	**11,279**	**12,105**	**147,523**
Direct Margin	**7,171**	**7,258**	**6,519**	**6,154**	**6,453**	**6,070**	**5,741**	**5,647**	**6,611**	**7,475**	**6,792**	**7,129**	**7,246**	**79,094**
% Direct Margin to Sales	*36.8%*	*35.1%*	*35.8%*	*32.3%*	*35.0%*	*32.8%*	*28.9%*	*32.4%*	*34.8%*	*38.4%*	*37.3%*	*38.7%*	*37.4%*	*34.9%*
Indirect Labor	843	867	953	1,142	1,209	1,091	1,229	1,340	1,497	1,675	1,730	1,543	1,226	15,503
Vehicle & Equipment	1,031	1,184	1,101	1,212	1,173	1,359	1,376	1,354	1,336	1,236	1,152	1,236	1,415	15,135
COGS Depreciation	496	444	525	594	674	700	912	763	788	851	818	897	710	8,677
Other Indirect Costs	70	118	123	145	170	(272)	(3)	71	(6)	189	113	98	103	849
Total Indirect COGS	**2,440**	**2,613**	**2,702**	**3,094**	**3,226**	**2,878**	**3,515**	**3,528**	**3,615**	**3,951**	**3,814**	**3,774**	**3,453**	**40,163**
Gross Profit	**4,731**	**4,645**	**3,816**	**3,060**	**3,227**	**3,191**	**2,226**	**2,119**	**2,995**	**3,524**	**2,978**	**3,355**	**3,793**	**38,930**
% Gross Profit to Sales	*24.3%*	*22.5%*	*20.9%*	*16.1%*	*17.5%*	*17.2%*	*11.2%*	*12.1%*	*15.8%*	*18.1%*	*16.4%*	*18.2%*	*19.6%*	*17.2%*
Selling Expenses	123	180	163	266	246	276	192	184	202	221	185	187	221	2,524
Administrative Salaries	1,127	1,378	1,349	1,490	1,219	1,092	983	1,078	1,143	1,365	1,193	1,333	1,236	14,859
Rent	164	171	166	173	178	183	181	180	175	202	203	219	225	2,256
Professional Fees	19	21	24	33	32	35	30	(43)	15	33	11	42	40	272
Technology Expenses	62	50	58	80	73	69	80	75	70	65	73	66	66	825
Other G&A	553	581	593	426	360	345	366	351	313	300	463	341	342	4,781
SG&A Depreciation	39	39	35	39	41	42	43	43	49	48	49	51	51	531
Regional Allocation	129	137												137
Total SG&A	**2,216**	**2,557**	**2,387**	**2,507**	**2,148**	**2,042**	**1,875**	**1,869**	**1,968**	**2,235**	**2,177**	**2,239**	**2,181**	**26,184**
% SG&A to Sales	*11.4%*	*12.4%*	*13.1%*	*13.2%*	*11.6%*	*11.0%*	*9.5%*	*10.7%*	*10.4%*	*11.5%*	*12.0%*	*12.2%*	*11.3%*	*11.6%*
Operating Income	**2,516**	**2,087**	**1,429**	**554**	**1,079**	**1,149**	**351**	**250**	**1,028**	**1,289**	**801**	**1,116**	**1,612**	**12,746**
% Operating Income to Sales	*12.9%*	*10.1%*	*7.8%*	*2.9%*	*5.8%*	*6.2%*	*1.8%*	*1.4%*	*5.4%*	*6.6%*	*4.4%*	*6.1%*	*8.3%*	*5.6%*
Amortization	356	356	368	407	407	425	425	426	479	475	1,717	701	729	6,915
Interest	569	727	605	767	633	1,206	902	1,198	1,394	1,399	1,212	1,324	1,320	12,687
Non-Op (Income)/Expense	(6)	11	(2)	15	(41)	(86)	(22)	(20)	(37)	(149)	(40)	53	6	(312)
Non-Recurring	181	596	766	273	2,430	662	678	1,914	(297)	490	591	359	182	8,643
Mgt/BOD Fees	50	50	50	50	50	50	50	67	67	67	67	67	67	700
Tax Expense	-	-	0	-	-	-	-	-	143	-	0	-	-	143
Net Income	**1,365**	**347**	**(357)**	**(958)**	**(2,401)**	**(1,108)**	**(1,681)**	**(3,333)**	**(720)**	**(993)**	**(2,745)**	**(1,388)**	**(692)**	**(16,031)**
% Net Income to Sales	*7.0%*	*1.7%*	*-2.0%*	*-5.0%*	*-13.0%*	*-6.0%*	*-8.5%*	*-19.1%*	*-3.8%*	*-5.1%*	*-15.1%*	*-7.5%*	*-3.6%*	*-7.1%*
Depreciation	534	483	560	633	714	742	956	807	838	899	867	948	761	9,208
Amortization	356	356	368	407	407	425	425	426	479	475	1,717	701	729	6,915
Interest	569	727	605	767	633	1,206	902	1,198	1,394	1,399	1,212	1,324	1,320	12,687
Taxes	-	-	0	-	-	-	-	-	143	-	0	-	-	143
EBITDA	**2,825**	**1,913**	**1,175**	**848**	**(646)**	**1,265**	**601**	**(903)**	**2,133**	**1,780**	**1,051**	**1,585**	**2,117**	**12,922**
% EBITDA to Sales	*14.5%*	*9.3%*	*6.5%*	*4.5%*	*-3.5%*	*6.8%*	*3.0%*	*-5.2%*	*11.2%*	*9.1%*	*5.8%*	*8.6%*	*10.9%*	*5.7%*
Mgt/BOD Fees	50	50	50	50	50	50	50	67	67	67	67	67	67	700
Pro-forma Adjustment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Non-Recurring	181	596	766	273	2,430	662	678	1,914	(297)	490	591	359	182	8,643
Adjusted EBITDA	**3,056**	**2,559**	**1,991**	**1,172**	**1,834**	**1,977**	**1,329**	**1,077**	**1,903**	**2,337**	**1,709**	**2,011**	**2,366**	**22,265**
% Adjusted EBITDA to Sales	*15.7%*	*12.4%*	*10.9%*	*6.2%*	*9.9%*	*10.7%*	*6.7%*	*6.2%*	*10.0%*	*12.0%*	*9.4%*	*10.9%*	*12.2%*	*9.8%*

United Land Services
Consolidated Statement of Cash Flows
For the Period Ended February 29, 2024
Amounts in $000's

	Month	Year-to-Date
Net Income (Loss)	(692)	(2,080)
Adjustments to Net income (Loss)		
Depreciation Expenses	761	1,709
Amortization of Intangible Assets	729	1,430
Amortization of Deferred Financing Costs	74	148
(Gain) / Loss on Retirement of Fixed Assets	206	382
Total Adjustments to Net Income	1,770	3,669
Cash Flow from Changes in Working Capital:		
(Increase) / Decrease in Accounts Receivable	(2,968)	(1,999)
(Increase) / Decrease in Inventory	326	825
(Increase) / Decrease in Prepaid Expenses	271	150
(Increase) / Decrease in Other Current Assets	121	269
Increase / (Decrease) in Accounts Payable	(608)	(2,503)
Increase / (Decrease) in Accrued Liabilities	(2,376)	(634)
Total Cash Flow from Changes in Working Capital	(5,234)	(3,892)
Total Cash Flows from Operating Activities	(4,157)	(2,304)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Change in Other Assets	277	471
Capital Expenditures	(793)	(1,516)
Acquisition Expenditures	-	-
Change in Intangible Assets	2,474	2,474
Total Cash Flows from Investing Activities	1,958	1,429
CASH FLOWS FROM FINANCING ACTIVITIES:		
Equity Issued	-	-
Increase / (Decrease) in Other LT Liabilities	(183)	(233)
Capital Lease Principal	50	260
Proceeds from Long Term Debt	-	-
Payments of Long Term Debt	(514)	(1,377)
Increase / (Decrease) in Other Notes Payable	751	971
Total Cash Flows from Financing Activities	104	(379)
Beginning Cash Balance	4,159	3,318
Cash Removed at Transaction Closing	-	-
Total Increase (Decrease to Cash)	(2,094)	(1,254)
Ending Cash Balance	**2,065**	**2,065**
	-	-

United Land Services
Consolidated Balance Sheets
For the Period Ended February 29, 2024
Amounts in $000's

	2/29/2024	2/28/2023	12/31/2022	CME v PYCME	CME V PYE
	Actual	Actual	Actual	Actual	Actual
Assets					
Cash & Equivalents	2,065	6,357	5,025	(4,292)	(2,960)
Net Receivables	35,602	27,206	22,311	8,395	13,291
Inventory	2,763	1,246	979	1,516	1,784
Prepaid Expenses	1,010	717	996	293	14
Other	3,002	2,397	2,041	605	961
Total Current Assets	44,441	37,924	31,351	6,518	13,090
Fixed Assets	53,474	29,552	24,030	23,922	29,444
Accumulated Depreciation	(8,648)	(4,374)	(3,494)	(4,274)	(5,155)
Net Fixed Assets	44,825	25,178	20,536	19,648	24,289
Assets Under Construction	-	-	-	-	-
Deferred Taxes	2,094	2,094	2,094	0	0
Loan Origination Fees	-	-	-	-	-
Net Intangibles	62,178	28,659	27,059	33,518	35,119
Related Party Receivable	0	0	(8)	(0)	8
Other Long Term Assets	693	371	359	322	334
Total Assets	**154,232**	**94,226**	**81,391**	**60,005**	**72,841**
Liabilities					
Accounts Payable	11,386	11,857	10,202	(471)	1,184
Accrued Interest	-	-	-	-	-
Related Party payable	-	-	-	-	-
Other Current Liabilities	10,186	4,318	3,174	5,869	7,012
Total Current Liabilities	21,572	16,174	13,376	5,398	8,196
Debt					
Long Term Notes Payable-Twinbrook	103,614	48,233	39,483	55,381	64,131
Deferred Financing Costs	(2,529)	(1,819)	(1,917)	(710)	(612)
Long Term Notes Payable-John Deere	3,149	601	636	2,548	2,513
Revolver	5,500	2,000	2,000	3,500	3,500
Capital Lease	11,437	7,115	6,527	4,322	4,910
Operating Lease	5,970	2,597	2,597	3,373	3,373
Sellers Note	979	1,125	250	(146)	729
Pre-Acquisition Debt	-	-	-	-	-
Total Debt	128,120	59,853	49,577	68,267	78,544
Other Long Term Liabilities	2,392	2,392	2,392	-	-
Total Liabilities	**152,084**	**78,419**	**65,345**	**73,665**	**86,740**
Equity					
Capital Stock	36,460	31,650	31,200	4,810	5,260
Retained Earnings	(34,312)	(15,842)	(15,153)	(18,470)	(19,159)
Total Equity	2,148	15,808	16,046	(13,660)	(13,899)
Total Liabilities and Shareholder's Equity	**154,232**	**94,226**	**81,391**	**60,005**	**72,841**
	-	-	-		



Uniting partners through exceptional landscape services

Tab 12

Docusign Envelope ID: A63E5665-615C-4444-ACA6-BAAB5846A37C

AMENDED AND RESTATED
WATERWAY MANAGEMENT SERVICES AGREEMENT[1]

THIS AGREEMENT ("**Agreement**") is made, and entered into on September 5, 2025, by and between:

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 ("**District**"), and

ADVANCED AQUATIC SERVICES, INC., a Florida Corporation, with a principal address of 292 South Military Trail, Deerfield Beach, Florida 33442 ("**Contractor**").

RECITALS

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

WHEREAS, the District owns, operates and maintains stormwater ponds ("**Ponds**"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide waterway management and wetland buffer services for the Ponds, as outlined in **Exhibit A** ("**Services**"); and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

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

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

2. SERVICES. The Contractor agrees to provide the Services outlined in **Exhibit A**. 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, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such

[1] This Agreement is intended to amend and restate the Waterway Management Services Agreement, dated January 9, 2024 and the Wetland Buffer Maintenance Services Agreement, dated January 9, 2024 ("Prior Agreements"). For clarity, the scope of work of these two separate agreements are being combined into this Amended and Restated Waterway Management Services Agreement. This Agreement is intended to supersede and replace those Prior Agreements as of October 1, 2025.

Docusign Envelope ID: A63E5665-615C-4444-ACA6-BAAB5846A37C

staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Ponds are being operated in a manner consistent with applicable permits and approvals, if any. 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. This Agreement grants to Contractor the right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning October 1, 2025, and continue through September 30, 2026, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1, 2026 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein. The compensation for the services shall increase by four percent (4%) rounded to the nearest dollar annually upon the renewal of the agreement.

4. COMPENSATION; PAYMENT. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. PERMITS AND LICENSES. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

8. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Ponds or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement

Docusign Envelope ID: A63E5665-615C-4444-ACA6-BAAB5846A37C

agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

9. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

10. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off sets the District might have against Contractor.

11. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B.** The District, its staff, consultants and supervisors shall be named as additional insured. 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 coverage, 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.

12. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

Docusign Envelope ID: A63E5665-615C-4444-ACA6-BAAB5846A37C

13. DEFAULT; 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 herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

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

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

16. 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 parties hereto.

17. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

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

19. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

20. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

Docusign Envelope ID: A63E5665-615C-4444-ACA6-BAAB5846A37C

The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O RIZZETTA & COMPANY, INC., 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614; (813) 994-1001; HAYESL@RIZZETTA.COM.

22. 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.

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

24. NEGOTIATIONS AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

25. LIMITATIONS ON LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or

Docusign Envelope ID: A63E5665-615C-4444-ACA6-BAAB5846A37C

other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

27. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *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.

28. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

29. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

30. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

[CONTINUED ON NEXT PAGE]

Docusign Envelope ID: A63E5665-615C-4444-ACA6-BAAB5846A37C

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT

Signed by:
Owen Budorick
62B73BCC1CDB64BF...

By: Owen Budorick
Its: Vice Chairman
Date: 9/5/2025

ADVANCED AQUATIC SERVICES, INC.

Signed by:
Jack R. Anderson
6BC13965A4824D8...

By: Jack R. Anderson
Its: President
Date: 9/2/2025

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

Docusign Envelope ID: A63E5665-615C-4444-ACA6-BAAB5846A37C

Exhibit A: Proposal

POND MAINTENANCE: $1,472.00

A minimum of 24 inspections with treatment as required (2 visit per month).

Aquatic Weed and Algae Control	~~$1,150.00~~ Included
Shoreline Weed Control	Included
Management Reporting	Included



Docusign Envelope ID: A63E5665-615C-4444-ACA6-BAAB5846A37C

WETLAND BUFFERS: $1,042.00 monthly

1) AAS, Inc. agrees to manage twenty (23) wetland buffer areas with an approximate total perimeter of 36,265 linear feet, located at the Deerbrook Community Development District ir Land O' Lakes, Florida.

2) Wetland buffer areas and floodplain ponds will be inspected monthly with treatments according to the FLEPPC list of Cat. 1 invasive plant species by our full wetland mitigatic crew.

Wetlands:

Wetland Conservation Area Buffer Maintenance
Quarterly Wetland Q&A Report

~~$1,000.00~~
Included



TOTAL COST: $2,514.00 monthly

Docusign Envelope ID: A63E5665-615C-4444-ACA6-BAAB5846A37C

Exhibit B: Certificate of Insurance

TAB 13

Docusign Envelope ID: F19DA5F6-428C-4548-924F-AE0E05ACC1D9

MKA International, Inc.
Construction Consultants & Engineers
100% Employee Owned Company

550 N. Reo Street, Suite 301
Tampa, FL 33609
[T] 813.288.8881
www.mkainc.com

Florida Contractor License No. CGC054353

September 16, 2025

Lynn Hayes, District Manager
Deerbrook CDD
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Re: Deerbrook Community Development District v. Recovered Energy Technologies USA, Inc.
Kutak Rock LLP File No.: PLEASE ADVISE
Represents: Deerbrook Community Development District
Site Address: 7548 Broad River Avenue, Land O' Lakes, FL 34638
MKA Project No.: 2025.2674
Budget Proposal – Inspection of Light Poles

Dear Ms. Hayes:

Further to your email on July 25, 2025, ***MKA International, Inc.*** (***MKA***) hereby confirms our bid proposal on the above-referenced project.

A budget for our services, based on our knowledge at this time is **approximately $30,800**.

Our tasks will be as follows:

- Undertake site investigation to document conditions of light poles. Inspections will involve ground level observations of all light poles and inspections via boom lift of intermittent light poles.
- Prepare spreadsheet with quantification of observed conditions.
- Attend meetings, negotiations, mediations, expert conferences, etc., as requested.*
- Performance of structural analysis of the light poles is not included within this budget.*

Please note, the above budget excludes any applicable sales tax.

Docusign Envelope ID: F19DA5F6-428C-4548-924F-AE0E05ACC1D9

The above services will be billed on a time and expense basis in accordance with the enclosed Terms & Conditions and Fee Schedule. Please advise us of any special billing procedures (i.e., if you wish us to forward our invoices to paying party/parties directly on your behalf) or any other special instructions we should follow to facilitate the processing of our monthly invoices.

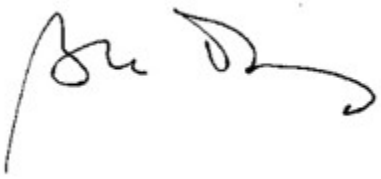
If applicable and for the purposes of billing only, please provide us the insurance carrier(s) information involved in this matter, including the claim and policy number(s) and contact information. In the event that our invoice is not paid within 90 days, we reserve the right to reach out to the paying parties directly.

Please sign and date this letter agreement where indicated below and return the original to my attention. If we do not receive notice to the contrary, or an executed copy is not received within ten days, acceptance of this agreement will be assumed, and work will be performed under the enclosed Terms & Conditions.

I would like to thank you for giving us the opportunity to assist you, and look forward to contributing towards a successful resolution.

Sincerely,

MKA INTERNATIONAL, INC.



Blake A. Tuomy, PE
Regional Manager

BAT/ktt

Docusign Envelope ID: F19DA5F6-428C-4548-924F-AE0E05ACC1D9

Accepted for: **DEERBROOK CDD**

By: DocuSigned by: 21AABD855FB74D4... Chairperson

Date: 9/17/2025

Enclosures: Terms & Conditions
Fee Schedule

*A budget for these tasks has yet to be determined.

Docusign Envelope ID: F19DA5F6-428C-4548-924F-AE0E05ACC1D9

MKA INTERNATIONAL, INC.
STANDARD GENERAL TERMS AND CONDITIONS

ARTICLE 1 - SERVICES OF MKA

1.1 **Scope of Services**. MKA's scope of Services ("Services") shall be limited to those services expressly set forth in the cover pages of the Agreement. The Services shall be subject to the terms and conditions set forth herein.

1.2 **Licensure**. MKA shall procure and maintain the appropriate business and professional licenses and registrations necessary to provide its services. Upon Client's request (and for additional compensation, if not already included in the MKA Services), MKA shall assist Client in attempting to obtain, or on behalf of Client and in Client's name, attempt to obtain, those permits and approvals required for the Project for which MKA Services are being rendered.

1.3 **Unexpected Conditions**. If conditions actually encountered at the Project site differ materially from those represented by Client, or shown or indicated in the Contract Documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the Project, the MKA Services, and MKA's Fee Schedule, of the Agreement shall be equitably adjusted.

1.4 **Use of Sub-consultants**. Without modifying the Services or Fee Schedule, at the request of the Client and/or where MKA deems it necessary, MKA may employ Sub-consultants to assist in furnishing its Services.

ARTICLE 2 - FEES FOR ADDITIONAL SERVICES

Fees for MKA Services attributable to any additional services provided by MKA, which are not specifically included in the cover pages ("Additional Services"), will be based on the actual time expended on the Project, including travel, with the hourly rates based on the MKA Fee Schedule. Reimbursable expenses will be based on the rates listed on the MKA Fee Schedule. MKA will not commence work on any Additional Services that would require an additional fee pursuant to this Section without the prior written consent of the Client.

ARTICLE 3 - RENDERING SERVICES

MKA shall perform its Services in keeping with the Standard of Care (as defined herein). MKA shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of its Services or MKA's inability to complete its performance resulting from (i) strikes, work stoppages, walkouts, lockouts, accidents, pandemics, epidemics, government mandated shut-downs, acts of God, war, riot, explosion, terrorism, weather, natural calamities, acts of government or national emergency, defaults of Contractors, Subcontractors, Sub-consultants or Suppliers, and other delays unavoidable or beyond MKA's reasonable control; (ii) delays caused by failure of Client, Client's agents or Client's Contractor to furnish information or to approve or disapprove MKA's work promptly; (iii) due to late or slow, or faulty performance by Client, other Contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of MKA's work and/or (iv) supply chain disruptions, regardless of the cause of such disruption. In the event of any such cause of delay, the time of completion and compensation shall be equitably adjusted.

ARTICLE 4 - PAYMENTS TO MKA

4.1 **Invoices**. Invoices for fees and other charges shall be prepared in accordance with MKA's standard invoicing practices and shall be submitted to Client not more frequently than monthly for all Services rendered as the work progresses. The net amount shall be due within thirty (30) calendar days. Payments on invoices submitted by MKA for Services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants or other sources. Invoices for payment shall not be offset by any claims for withholding or deductions by Client, unless MKA agrees or has been finally determined liable for such amounts.

4.2 **Late Payments**. Invoices are due and payable within thirty (30) calendar days of receipt. If Client fails to pay an MKA invoice within such thirty (30) days after receipt, Client shall pay interest thereon (before and after any judgment) at an annual rate (but with interest accruing on a daily basis) of the lesser of four percent (4%) above the prime rate as reported in The Wall Street Journal, and the maximum rate permitted by applicable law, such interest to run from the date upon which payment of such sum became due until payment thereof in full to MKA together with such interest.

4.3 **Suspension of Services**. If Client does not pay an MKA invoice within thirty (30) calendar days of submission to Client, MKA may, in addition to collecting the interest due under Section 4.2 hereof, provide written notice to the Client notifying Client of MKA's action to suspend further Services until all outstanding payments, including all interest for late payments, are brought current. The Client agrees to indemnify and hold MKA harmless from any claim or liability resulting from such suspension.

4.4 **Recordkeeping**. Records of MKA's direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations.

ARTICLE 5 - SUSPENSION OF SERVICES

The Client may, at any time, by written notice to MKA, suspend further Services by MKA. The Client shall remain liable for, and shall promptly pay MKA for all services rendered up to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf. Client shall pay MKA pursuant to the rates and charges set forth in MKA Fee Schedule. The Client agrees to indemnify and hold MKA harmless from any claim or liability resulting from such suspension.

ARTICLE 6 - STANDARD OF CARE

Professional Standard of Care. The standard of care for all professional Services performed or furnished by MKA, its Employees, Independent Professional Associates, and Sub-consultants under this Agreement shall be the skill and care ordinarily exercised by other members of MKA's profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the Services were provided by MKA (the "Standard of Care"). MKA shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

6.1 **Compliance with Laws**. MKA and Client will use reasonable care to comply with applicable laws and regulations in effect in the State in which its services are being performed and in the geographic location of the Project at the time the Services are performed hereunder, which to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

6.2 **Use of Client Provided Information and Software**. MKA may use requirements, programs, software, instructions, reports, data, and information furnished by Client to MKA in performing its Services under this Agreement. MKA may rely on the accuracy and completeness of requirements, programs, software, instructions, reports, data, and other information furnished by Client to MKA and MKA shall have no duty to independently verify such information and MKA shall have no responsibility nor liability with respect to Client's choice of software systems. Client shall, only to the fullest extent permitted by law, waive any claims against MKA and its Sub-consultants, and indemnify and hold MKA and its Sub-consultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from MKA's reliance on or use of Client furnished information as described in this Section 6.3, for which Client is solely responsible, except to the extent of MKA and its Sub-consultant's negligence or wrongful acts, errors, omissions in regards to its own work, or in the event of a breach of contract by MKA.

6.3 **Opinions of Probable Costs.** When required as part of its work, MKA will furnish opinions of probable cost, but MKA does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by MKA hereunder will be made on the basis of MKA's experience and qualifications and will represent MKA's judgment as an experienced and qualified professional. However, users of the probable cost opinions must recognize that MKA does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or Contractors' means and methods of determining prices or performing the work or over the competitive bidding process.

6.4 **Review of Contractor's Shop Drawings and Submittals**. If review of a Contractor's shop drawings and submittals are included in MKA's Services, MKA shall review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit. This review is solely for the limited purpose of determining general overall conformance with the relevant party's design concept and shall not include a review of the accuracy, quality or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the Contractor and/or the Engineer of Record. MKA's review shall be conducted with reasonable promptness while allowing sufficient time, in MKA's judgment, to permit adequate review. Review of a specific item shall not be construed to mean that MKA has reviewed the entire assembly of which the item is a component. MKA shall not be responsible for any deviations by the Contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of MKA by the Contractor in writing. MKA is not responsible for, nor shall MKA be in charge or control of, directly or indirectly, any construction means, methods, sequences or procedures, or coordination of any work or trade, construction safety or precautions on the Project.

ARTICLE 7 - NO WARRANTY

MKA makes no guarantees or warranties of any kind, express or implied, under this Agreement or otherwise, regarding, relating to, or in connection with MKA's Services. MKA expressly disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to its Services.

ARTICLE 8 - CONSTRUCTION PHASE SERVICES

8.1 **Construction Observation**. If construction observation is included in MKA's Services, MKA shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by Client and MKA, in order to observe and keep Client reasonably informed about the progress and quality of the portion of the work completed, and report to Client (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any Contractor's work, but rather to allow MKA, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with the relevant party's general overall design concept. If Client desires more extensive project observation or full-time representation, the Client shall request that such services be provided by MKA as Additional Services in accordance with the terms of this Agreement.

8.2 **Services Performed During Construction Phase**. If MKA performs any Services during the construction phase of the Project, MKA shall not supervise, direct, or have control over Contractor's work. MKA shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. MKA does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

8.3 **Indemnification**. Client shall, only to the fullest extent permitted by law, waive any claims against MKA, its Officers, Directors, Employees, Shareholders, Agents, Representatives, Partners or Affiliates (collectively referred to in this Paragraph 8.3 as "MKA") and indemnify and hold MKA harmless from any claims, actions, losses, damages, liability, costs or expenses (including reasonable attorneys' fees and costs) arising from or relating to the implementation of any design recommendations, except to the extent of MKA's grossly negligent or wrongful acts, errors, omissions, or breach of contract by MKA.

ARTICLE 9 - NO RESPONSIBILITY FOR SITE SAFETY

Except for its own Sub-consultants and Employees, MKA shall not: (i) supervise, direct, have control over, or have authority to stop any Contractor's work; (ii) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any Contractor; be responsible for safety precautions and programs incident to any Contractor's work; or, (iii) be responsible for any failure of any Contractor to comply with laws and regulations applicable to the Contractor, all of which are the sole responsibility of the construction Contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of MKA is present at the project site performing his/her duties. Notwithstanding anything to the contrary, MKA shall never be deemed to have assumed responsibility for the Project's site safety by either contract or conduct. No act or direction by MKA shall be deemed the exercise of supervision or control of any Contractor's employees or the direction of any Contractor's performance.

Docusign Envelope ID: F19DA5F6-428C-4548-924F-AE0E05ACC1D9

ARTICLE 10 - REVIEW OF CONTRACTOR'S APPLICATIONS

If review of a Contractor's applications is included in MKA's Services, MKA shall review the Contractor's applications and issue a recommendation on amounts substantiated. MKA's review shall be limited to an evaluation of the general progress of the work and the information contained in the Contractor's application and a representation by MKA that to the best of the MKA's actual knowledge, information, and belief, the Contractor has performed work, subject to further testing and inspection upon substantial completion. The issuance of a review of amounts substantiated shall not be construed as a representation that: MKA has made an exhaustive check or a detailed or continuous observation of the quality or quantity of the Contractor's work; approved the Contractor's means, methods, sequences, procedures, or safety precautions; or that Contractor's Subcontractors, laborers, and suppliers have been paid.

ARTICLE 11 - CONFIDENTIALITY; INTELLECTUAL PROPERTY

11.1 Confidentiality. MKA agrees to keep confidential and not to disclose to any person or entity, other than MKA employees, Sub-consultants, and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to or generated by MKA or furnished to MKA and marked "Confidential" by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict MKA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for MKA to defend itself from any legal action or claim.

11.2 Copyrights and Patents. MKA shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of or relating to any claims that any goods or services furnished by MKA knowingly infringe any patent, trademark, trade name, or copyright.

ARTICLE 12 - USE OF DOCUMENTS; PROPRIETARY RIGHTS; RELIANCE ON INFORMATION

12.1 Documents Prepared by MKA. All documents prepared by MKA are instruments of service with respect to the Project, and MKA shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the Project is completed.

12.2 License for Use by Client. MKA grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by MKA for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by Client, or others, on extensions of the Project, or on any other project. Any such reuse without written verification or adaptation by MKA, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, to the fullest extent permitted by law, waive any claims against MKA and its Sub-consultants, and indemnify and hold MKA and its Sub-consultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse. Any verification or adaptation of the documents for extensions of the Project or for any other project by MKA shall entitle MKA to additional compensation to be agreed upon by Client and MKA.

12.3 Reliance on Information. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by MKA. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

12.4 Electronic Media. Because of the potential that the information presented in the electronic files can be altered, modified and/or added to, unintentionally or otherwise, MKA reserves the right to remove all reference of its ownership and/or involvement for each electronic file. Data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided are for informational purposes only and are not intended as an end-product. When transferring documents in electronic media format, neither Client nor MKA makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

ARTICLE 13 - INSURANCE

13.1 MKA Insurance Requirements. MKA shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

13.1.1 Commercial General Liability. In the amount of $1,000,000 each occurrence/$2,000,000 annual general aggregate Bodily Injury/Property Damage covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability.

13.1.2 Auto Liability. In the amount of $1,000,000 Bodily Injury/Property Damage Combined Single Limit for Hired and Non-Owned Automobile Liability coverage.

13.1.2 Umbrella Liability. In the amount of $5,000,000 per occurrence and in the aggregate excess of Commercial General Liability, Auto Liability, and Employers' Liability.

13.1.3 Workers' Compensation & Employers Liability. Workers' compensation shall be maintained at statutory minimums. Employer's Liability will be maintained in an amount not less than $1,000,000 per accident/$1,000,000 per disease/$1,000,000 disease policy aggregate.

13.1.4 Professional Liability. In the amount of $5,000,000 per claim/annual aggregate for professional errors and omissions.

ARTICLE 14 - HAZARDOUS ENVIRONMENTAL CONDITIONS

14.1 Disclosure of the Existence of Hazardous Environmental Conditions. Client has disclosed to MKA all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, PCBs, petroleum, hazardous waste, radioactive material, or other hazardous materials, as defined by Federal, State and local laws or regulations (collectively, "Hazardous Materials"), if any, located at, on, under or near the Project site, including its type, quantity, and location, or has represented to MKA that, to the best of Client's knowledge, no hazardous environmental conditions or Hazardous Materials exist at, on, under or near the Project site.

14.2 No Environmental Responsibilities or Liability. MKA's Services does not include any responsibility or liability for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other Hazardous Materials, as defined by Federal, State, and local

Docusign Envelope ID: F19DA5F6-428C-4548-924F-AE0E05ACC1D9

laws or regulations, nor shall MKA be responsible to Client for any delay, suspension or cessation of services caused or created by the presence of Hazardous Materials found to exist at, on, under or near the Project.

ARTICLE 15 – INDEMNIFICATION.

15.1 **Indemnification of Client**. MKA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its Officers, Directors, and Employees, Agents, Representatives, Partners or Affiliates (collectively referred to in this Paragraph 15.1 as "Client") against claims, actions, proceedings, losses, damages, liabilities, expenses or costs, including reasonable attorneys' fees and defense costs (each, an "Action"), to the extent caused by, arising out of or resulting from MKAs solely negligent acts or omissions under this Agreement and that of anyone for whom MKA is legally liable.

15.2 **Indemnification of MKA**. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MKA, its Officers, Directors, Employees, Shareholders, Agents, Representatives, Partners or Affiliates and Sub-consultants (collectively, MKA) against claims, actions, losses, damages, liabilities, expenses or costs, including reasonable attorneys' fees and defense costs, to the extent caused by, arising out of or resulting from Client's negligent acts or omissions in connection with the Project and the acts of its Contractors, Subcontractor or consultants or anyone for whom the Client is legally liable and the presence and existence of any Hazardous Materials found at, on, under or near the Project. It is the intent of Client to indemnify MKA against whatever percentage of the above described losses are attributable to parties (including Client) other than MKA.

15.3 **Interpretation**. The indemnities provided in this Section shall be applicable to the fullest extent provided by the laws of the state in which the Project is located, but not beyond the extent that would otherwise render the provisions void or unenforceable.

15.4 **Process**. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent. The indemnified party's failure to perform any obligations under this Section 15.4 shall not relieve the indemnifying party of its obligations under this Section 15.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

15.5 **Exceptions**. Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify or defend the indemnified party against any claim (whether direct or indirect) to the extent such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party's (a) gross negligence or more culpable act or omission (including reckless or willful misconduct, or (b) bad faith failure to materially comply with any of its material obligations set forth in this Agreement.

ARTICLE 16 – REMEDIES

16.1 LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN AGGREGATE OF MKA AND MKA OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO MKA'S SERVICES, THE PROJECT OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO STRICT NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR WARRANTY OR ARISING OUT OF ANY INDEMNITY, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED MKA'S TOTAL COMPENSATION UNDER THIS AGREEMENT. THE CLIENT AGREES TO BRING ANY CLAIMS AGAINST MKA, AND NOT ANY INDIVIDUAL OWNERS, DIRECTORS OR EMPLOYEES OF MKA.

16.2 WAIVER OF CONSEQUENTIAL DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER THE CLIENT NOR MKA SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL WAIVER INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RELATED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF INCOME, LOSS OF REPUTATION, UNREALIZED SAVINGS OR DIMINUTION OF PROPERTY VALUE AND SHALL APPLY TO ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF WARRANTY.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.1 **Termination**. This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon thirty (30) calendar days prior written notice. MKA shall be entitled to compensation for all Services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after ten (10) calendar days written notice to the breaching party by the non-breaching party. Upon payment of all amounts due MKA, including all interest due for late payments, Client shall be entitled to copies of MKA files and records pertaining to Services performed for the Project prior to the termination of this Agreement.

17.2 **Successors, Assigns, and Third Parties**. This Agreement shall be binding upon each party's assigns, Successors, Executors, Administrators, and Legal Representatives. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or MKA. MKA Services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against MKA because of this Agreement or MKA's performance of Services hereunder.

17.3 **Assignment**. Neither Client nor MKA may assign or transfer any rights under or interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

17.4 **Governing Law; Personal Jurisdiction, Forum and Venue**. This Agreement shall be deemed to have been entered into and shall be construed, enforced and governed in all respects by the laws of the State of California as such laws are applied to agreements between California residents entered into and performed entirely in California. The parties acknowledge that this Agreement constitutes the minimum contacts necessary to establish personal jurisdiction in California and agree to California court's exercise of personal jurisdiction. The Parties consent to forum, venue and jurisdiction in the State of California in the courts of Contra Costa County or the federal courts for the Northern District of California.

Docusign Envelope ID: F19DA5F6-428C-4548-924F-AE0E05ACC1D9

17.5 **Statute of Limitations**. Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of MKA's Services under this Agreement. To the maximum extent permitted by law, and as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of MKA's Services under this Agreement.

17.6 **Invalid Terms; Severability**. In the event any provisions of this Agreement are found to be illegal, invalid or otherwise unenforceable, the unenforceable provision will be deemed stricken. Striking such a provision shall have no effect on the enforceability of the remaining provisions of this Agreement and those remaining provisions shall continue in full force and effect as if the unenforceable provision was never included in the Agreement.

17.7 **Mediation**.

17.7.1 **Process.** The Client and MKA agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. Upon written notice by either Client or MKA of an alleged breach of the terms and/or performance of this Agreement, which written notice shall be given within fifteen (15) calendar days of the alleged breach, the parties agree first to mediate in good faith to resolve any dispute or claim arising between them out of this Agreement before resulting to court action. The parties shall have thirty (30) calendar days from the date of notice of the alleged breach to select a mutually agreeable mediator.

17.7.2 **Mediation Fees**. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, either party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action.

17.8 **Waiver**. A waiver of any terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

17.9 **Headings**. The headings used in this Agreement are for general ease of reference only. They have no independent meaning and are singly interpretive of this Agreement.

17.10 **Integration and Definitions**. This Agreement, together with all enclosures hereto and documents referenced herein, are incorporated by reference into each other, and supersede all prior or contemporaneous written and oral discussions, understandings, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement. All capitalized terms used in the Agreement, unless otherwise defined herein, shall refer to those terms otherwise set forth and defined in the Agreement for Professional Services to which this enclosure is included.

17.11 **Survival of Covenants**. Notwithstanding completion or termination of this Agreement for any reason, all representations, limitations of liability, and indemnification obligations contained in this Agreement, including without limitation, the provisions set forth in Articles 15 and 16, shall survive such completion or termination and remain in full force and effect until fulfilled and all requisite and applicable statutes of limitation have past.

17.12 **Modification**. This Agreement may not be amended, revised, modified or otherwise changed in any manner, unless made in writing and signed by the parties hereto. Any other attempt to modify this Agreement, whether oral or written, unless compliant with this Paragraph, shall be of no force or effect. Failure of any party at any time or times to require performance of any provision hereof shall in no manner affect his or its right at a later time to enforce the same. No waiver by a party of a breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. of agreement contained in the Agreement. Provided however, that notwithstanding this Paragraph, adjustments in compensation to MKA or the period for performance of services provided by MKA, may be adjusted, from time to time, by MKA whether in writing or otherwise, to accommodate changes in scope and/or adjustments in time of performance and/or cost and compensation for services rendered, as directed by the Client, other Contractors, or the Project's status. As such, if such change, Additional Services or suspension of Services results in any increase or decrease in costs of, or time required for, the performance of MKA's Services, Client and MKA agree that an equitable adjustment shall be made, and the Agreement modified accordingly, whether in writing or otherwise.

17.13 **Third Parties**. This Agreement shall not create nor is intended to create any rights or contractual relationship with or cause an action in favor of any third party against MKA. The Services provided by MKA are solely for the benefit of Client. No other person or entity shall have the right to any claim against MKA arising from or relating to this Agreement or the Services provided to Client by MKA.

17.14 **Independent Contractor.** MKA and Client are Independent Contractors. Nothing in this Agreement shall be read or interpreted to create any agency, joint venture, partnership or employment relationship between the parties, and neither party shall have any right, power or authority to act or create any obligation or commitment, express or implied, on behalf of the other party, nor exercise control or direction over the means or methods by which MKA or its Sub-consultants provide Services under this Agreement.

17.15 **Attorneys' Fees.** If any legal action, mediation, arbitration or any other proceeding is brought for the purpose to enforce or interpret this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

END OF STANDARD GENERAL TERMS AND CONDITIONS

Docusign Envelope ID: F19DA5F6-428C-4548-924F-AE0E05ACC1D9

MKA International, Inc.
Construction Consultants & Engineers
100% Employee Owned Company

FEE SCHEDULE

Professional Services	Hourly Rate
Principals	$350
Architects | Building Technology Consultants	$185-335
Clerk of The Works Consultants	$125-205
Construction Consultants	$185-335
Construction Cost Estimators	$185-335
Construction Management	$185-335
Electrical Consultants | Engineers | Estimators	$185-335
Engineers [Civil | Structural]	$195-335
Fire & Electrical Forensic Consultants | Engineers	$175-335
Geotechnical Consultants | Engineers | Geologists	$185-335
Mechanical Consultants | Engineers | Estimators	$185-335
Restoration Consultants | Estimators	$185-335
Roofing Consultants | Estimators	$185-335
Scheduling Consultants	$185-335
Technical [Graphics | Analysts | Specialized IT Operations]	$135-245
Support Services	$95
Other Services	
Construction Defect / Litigation Support	$230-375
Deposition / Expert Witness Testimony (2 Hour Minimum | Travel/Wait Time at Regular Rate)	$525/hr
Appraisal Services - Umpire	$525/hr
Appraisal Services - Appraiser	$350/hr
UAV Services	$250/day
Matterport 3D Imagery	$300/3D Space
Structural/Architectural Water Intrusion Testing Spray Rack Fee	$1,500/per project
Resistograph (Wood Decay Testing Device)	$300/day
K9 Accelerant Detection Services	$200/hr
Reimbursable Expenses & Sub-Contractor/Sub-Consultant Services	Cost plus 10%
Automobile Use - Based Upon IRS Published Rates	Cost plus 10%
Photocopying, Binding and Digital Photo Printing	At MKA Cost

Revised August 26, 2024

TAB 14

Docusign Envelope ID: F1DE3C9C-7051-4420-868D-B0C05439C0AD

MKA International, Inc.
Construction Consultants & Engineers
100% Employee Owned Company

550 N. Reo Street, Suite 301
Tampa, FL 33609
[T] 813.288.8881
www.mkainc.com

Florida Contractor License No. CGC054353

September 15, 2025

Lynn Hayes, District Manager
Deerbrook CDD
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Re: Deerbrook Community Development District v. Recovered Energy Technologies USA, Inc.
Kutak Rock LLP File No.: PLEASE ADVISE
Represents: Deerbrook Community Development District
Site Address: 7548 Broad River Avenue, Land O' Lakes, FL 34638
MKA Project No.: 2025.2674
Budget Proposal for Structural Analysis of Light Poles

Dear Ms. Hayes:

Further to your email on July 25, 2025, ***MKA International, Inc.*** (***MKA***) hereby confirms our bid proposal on the above-referenced project.

Our tasks will be as follows:

- Perform structural analysis of light pole design and code compliance.
- Additional site inspection to document pole geometry and material as necessary.

A budget for our services, based on our knowledge at this time is **approximately $5,000**. Note: The total cost of $25,000 for analysis is equally distributed amongst five communities, all of which must approve budget for commencement of analysis. Please note, the above budget excludes any applicable sales tax.

The above services will be billed on a time and expense basis in accordance with the enclosed Terms & Conditions and Fee Schedule. Please advise us of any special billing procedures (i.e., if you wish us to forward our invoices to paying party/parties directly on your behalf) or any other special instructions we should follow to facilitate the processing of our monthly invoices.

Docusign Envelope ID: F1DE3C9C-7051-4420-868D-B0C05439C0AD

If applicable and for the purposes of billing only, please provide us the insurance carrier(s) information involved in this matter, including the claim and policy number(s) and contact information. In the event that our invoice is not paid within 90 days, we reserve the right to reach out to the paying parties directly.

Please sign and date this letter agreement where indicated below and return the original to my attention. If we do not receive notice to the contrary, or an executed copy is not received within ten days, acceptance of this agreement will be assumed, and work will be performed under the enclosed Terms & Conditions.

I would like to thank you for giving us the opportunity to assist you, and look forward to contributing towards a successful resolution.

Sincerely,

MKA INTERNATIONAL, INC.

Blake A. Tuomy, PE
Regional Manager

BAT/ktt

Accepted for: **DEERBROOK CDD**

By: DocuSigned by: 21AABD855FB74D4... Chairperson

Date: 9/23/2025

Enclosures: Terms & Conditions
Fee Schedule

Docusign Envelope ID: F1DE3C9C-7051-4420-868D-B0C05439C0AD

MKA INTERNATIONAL, INC.
STANDARD GENERAL TERMS AND CONDITIONS

ARTICLE 1 - SERVICES OF MKA

1.1 **Scope of Services**. MKA's scope of Services ("Services") shall be limited to those services expressly set forth in the cover pages of the Agreement. The Services shall be subject to the terms and conditions set forth herein.

1.2 **Licensure**. MKA shall procure and maintain the appropriate business and professional licenses and registrations necessary to provide its services. Upon Client's request (and for additional compensation, if not already included in the MKA Services), MKA shall assist Client in attempting to obtain, or on behalf of Client and in Client's name, attempt to obtain, those permits and approvals required for the Project for which MKA Services are being rendered.

1.3 **Unexpected Conditions**. If conditions actually encountered at the Project site differ materially from those represented by Client, or shown or indicated in the Contract Documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the Project, the MKA Services, and MKA's Fee Schedule, of the Agreement shall be equitably adjusted.

1.4 **Use of Sub-consultants**. Without modifying the Services or Fee Schedule, at the request of the Client and/or where MKA deems it necessary, MKA may employ Sub-consultants to assist in furnishing its Services.

ARTICLE 2 - FEES FOR ADDITIONAL SERVICES

Fees for MKA Services attributable to any additional services provided by MKA, which are not specifically included in the cover pages ("Additional Services"), will be based on the actual time expended on the Project, including travel, with the hourly rates based on the MKA Fee Schedule. Reimbursable expenses will be based on the rates listed on the MKA Fee Schedule. MKA will not commence work on any Additional Services that would require an additional fee pursuant to this Section without the prior written consent of the Client.

ARTICLE 3 - RENDERING SERVICES

MKA shall perform its Services in keeping with the Standard of Care (as defined herein). MKA shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of its Services or MKA's inability to complete its performance resulting from (i) strikes, work stoppages, walkouts, lockouts, accidents, pandemics, epidemics, government mandated shut-downs, acts of God, war, riot, explosion, terrorism, weather, natural calamities, acts of government or national emergency, defaults of Contractors, Subcontractors, Sub-consultants or Suppliers, and other delays unavoidable or beyond MKA's reasonable control; (ii) delays caused by failure of Client, Client's agents or Client's Contractor to furnish information or to approve or disapprove MKA's work promptly; (iii) due to late or slow, or faulty performance by Client, other Contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of MKA's work and/or (iv) supply chain disruptions, regardless of the cause of such disruption. In the event of any such cause of delay, the time of completion and compensation shall be equitably adjusted.

ARTICLE 4 - PAYMENTS TO MKA

4.1 **Invoices**. Invoices for fees and other charges shall be prepared in accordance with MKA's standard invoicing practices and shall be submitted to Client not more frequently than monthly for all Services rendered as the work progresses. The net amount shall be due within thirty (30) calendar days. Payments on invoices submitted by MKA for Services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants or other sources. Invoices for payment shall not be offset by any claims for withholding or deductions by Client, unless MKA agrees or has been finally determined liable for such amounts.

4.2 **Late Payments**. Invoices are due and payable within thirty (30) calendar days of receipt. If Client fails to pay an MKA invoice within such thirty (30) days after receipt, Client shall pay interest thereon (before and after any judgment) at an annual rate (but with interest accruing on a daily basis) of the lesser of four percent (4%) above the prime rate as reported in The Wall Street Journal, and the maximum rate permitted by applicable law, such interest to run from the date upon which payment of such sum became due until payment thereof in full to MKA together with such interest.

4.3 **Suspension of Services**. If Client does not pay an MKA invoice within thirty (30) calendar days of submission to Client, MKA may, in addition to collecting the interest due under Section 4.2 hereof, provide written notice to the Client notifying Client of MKA's action to suspend further Services until all outstanding payments, including all interest for late payments, are brought current. The Client agrees to indemnify and hold MKA harmless from any claim or liability resulting from such suspension.

4.4 **Recordkeeping**. Records of MKA's direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations.

ARTICLE 5 - SUSPENSION OF SERVICES

The Client may, at any time, by written notice to MKA, suspend further Services by MKA. The Client shall remain liable for, and shall promptly pay MKA for all services rendered up to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf. Client shall pay MKA pursuant to the rates and charges set forth in MKA Fee Schedule. The Client agrees to indemnify and hold MKA harmless from any claim or liability resulting from such suspension.

ARTICLE 6 - STANDARD OF CARE

Professional Standard of Care. The standard of care for all professional Services performed or furnished by MKA, its Employees, Independent Professional Associates, and Sub-consultants under this Agreement shall be the skill and care ordinarily exercised by other members of MKA's profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the Services were provided by MKA (the "Standard of Care"). MKA shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

6.1 **Compliance with Laws**. MKA and Client will use reasonable care to comply with applicable laws and regulations in effect in the State in which its services are being performed and in the geographic location of the Project at the time the Services are performed hereunder, which to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

6.2 **Use of Client Provided Information and Software**. MKA may use requirements, programs, software, instructions, reports, data, and information furnished by Client to MKA in performing its Services under this Agreement. MKA may rely on the accuracy and completeness of requirements, programs, software, instructions, reports, data, and other information furnished by Client to MKA and MKA shall have no duty to independently verify such information and MKA shall have no responsibility nor liability with respect to Client's choice of software systems. Client shall, only to the fullest extent permitted by law, waive any claims against MKA and its Sub-consultants, and indemnify and hold MKA and its Sub-consultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from MKA's reliance on or use of Client furnished information as described in this Section 6.3, for which Client is solely responsible, except to the extent of MKA and its Sub-consultant's negligence or wrongful acts, errors, omissions in regards to its own work, or in the event of a breach of contract by MKA.

6.3 **Opinions of Probable Costs.** When required as part of its work, MKA will furnish opinions of probable cost, but MKA does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by MKA hereunder will be made on the basis of MKA's experience and qualifications and will represent MKA's judgment as an experienced and qualified professional. However, users of the probable cost opinions must recognize that MKA does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or Contractors' means and methods of determining prices or performing the work or over the competitive bidding process.

6.4 **Review of Contractor's Shop Drawings and Submittals**. If review of a Contractor's shop drawings and submittals are included in MKA's Services, MKA shall review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit. This review is solely for the limited purpose of determining general overall conformance with the relevant party's design concept and shall not include a review of the accuracy, quality or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the Contractor and/or the Engineer of Record. MKA's review shall be conducted with reasonable promptness while allowing sufficient time, in MKA's judgment, to permit adequate review. Review of a specific item shall not be construed to mean that MKA has reviewed the entire assembly of which the item is a component. MKA shall not be responsible for any deviations by the Contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of MKA by the Contractor in writing. MKA is not responsible for, nor shall MKA be in charge or control of, directly or indirectly, any construction means, methods, sequences or procedures, or coordination of any work or trade, construction safety or precautions on the Project.

ARTICLE 7 - NO WARRANTY

MKA makes no guarantees or warranties of any kind, express or implied, under this Agreement or otherwise, regarding, relating to, or in connection with MKA's Services. MKA expressly disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to its Services.

ARTICLE 8 - CONSTRUCTION PHASE SERVICES

8.1 **Construction Observation**. If construction observation is included in MKA's Services, MKA shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by Client and MKA, in order to observe and keep Client reasonably informed about the progress and quality of the portion of the work completed, and report to Client (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any Contractor's work, but rather to allow MKA, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with the relevant party's general overall design concept. If Client desires more extensive project observation or full-time representation, the Client shall request that such services be provided by MKA as Additional Services in accordance with the terms of this Agreement.

8.2 **Services Performed During Construction Phase**. If MKA performs any Services during the construction phase of the Project, MKA shall not supervise, direct, or have control over Contractor's work. MKA shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. MKA does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

8.3 **Indemnification**. Client shall, only to the fullest extent permitted by law, waive any claims against MKA, its Officers, Directors, Employees, Shareholders, Agents, Representatives, Partners or Affiliates (collectively referred to in this Paragraph 8.3 as "MKA") and indemnify and hold MKA harmless from any claims, actions, losses, damages, liability, costs or expenses (including reasonable attorneys' fees and costs) arising from or relating to the implementation of any design recommendations, except to the extent of MKA's grossly negligent or wrongful acts, errors, omissions, or breach of contract by MKA.

ARTICLE 9 - NO RESPONSIBILITY FOR SITE SAFETY

Except for its own Sub-consultants and Employees, MKA shall not: (i) supervise, direct, have control over, or have authority to stop any Contractor's work; (ii) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any Contractor; be responsible for safety precautions and programs incident to any Contractor's work; or, (iii) be responsible for any failure of any Contractor to comply with laws and regulations applicable to the Contractor, all of which are the sole responsibility of the construction Contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of MKA is present at the project site performing his/her duties. Notwithstanding anything to the contrary, MKA shall never be deemed to have assumed responsibility for the Project's site safety by either contract or conduct. No act or direction by MKA shall be deemed the exercise of supervision or control of any Contractor's employees or the direction of any Contractor's performance.

ARTICLE 10 - REVIEW OF CONTRACTOR'S APPLICATIONS

If review of a Contractor's applications is included in MKA's Services, MKA shall review the Contractor's applications and issue a recommendation on amounts substantiated. MKA's review shall be limited to an evaluation of the general progress of the work and the information contained in the Contractor's application and a representation by MKA that to the best of the MKA's actual knowledge, information, and belief, the Contractor has performed work, subject to further testing and inspection upon substantial completion. The issuance of a review of amounts substantiated shall not be construed as a representation that: MKA has made an exhaustive check or a detailed or continuous observation of the quality or quantity of the Contractor's work; approved the Contractor's means, methods, sequences, procedures, or safety precautions; or that Contractor's Subcontractors, laborers, and suppliers have been paid.

ARTICLE 11 - CONFIDENTIALITY; INTELLECTUAL PROPERTY

11.1 **Confidentiality.** MKA agrees to keep confidential and not to disclose to any person or entity, other than MKA employees, Sub-consultants, and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to or generated by MKA or furnished to MKA and marked "Confidential" by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict MKA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for MKA to defend itself from any legal action or claim.

11.2 **Copyrights and Patents.** MKA shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of or relating to any claims that any goods or services furnished by MKA knowingly infringe any patent, trademark, trade name, or copyright.

ARTICLE 12 - USE OF DOCUMENTS; PROPRIETARY RIGHTS; RELIANCE ON INFORMATION

12.1 **Documents Prepared by MKA**. All documents prepared by MKA are instruments of service with respect to the Project, and MKA shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the Project is completed.

12.2 **License for Use by Client**. MKA grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by MKA for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by Client, or others, on extensions of the Project, or on any other project. Any such reuse without written verification or adaptation by MKA, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, to the fullest extent permitted by law, waive any claims against MKA and its Sub-consultants, and indemnify and hold MKA and its Sub-consultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse. Any verification or adaptation of the documents for extensions of the Project or for any other project by MKA shall entitle MKA to additional compensation to be agreed upon by Client and MKA.

12.3 **Reliance on Information**. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by MKA. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

12.4 **Electronic Media**. Because of the potential that the information presented in the electronic files can be altered, modified and/or added to, unintentionally or otherwise, MKA reserves the right to remove all reference of its ownership and/or involvement for each electronic file. Data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided are for informational purposes only and are not intended as an end-product. When transferring documents in electronic media format, neither Client nor MKA makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

ARTICLE 13 - INSURANCE

13.1 **MKA Insurance Requirements**. MKA shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

13.1.1 **Commercial General Liability**. In the amount of $1,000,000 each occurrence/$2,000,000 annual general aggregate Bodily Injury/Property Damage covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability.

13.1.2 **Auto Liability**. In the amount of $1,000,000 Bodily Injury/Property Damage Combined Single Limit for Hired and Non-Owned Automobile Liability coverage.

13.1.2 Umbrella Liability. In the amount of $5,000,000 per occurrence and in the aggregate excess of Commercial General Liability, Auto Liability, and Employers' Liability.

13.1.3 Workers' Compensation & Employers Liability. Workers' compensation shall be maintained at statutory minimums. Employer's Liability will be maintained in an amount not less than $1,000,000 per accident/$1,000,000 per disease/$1,000,000 disease policy aggregate.

13.1.4 Professional Liability. In the amount of $5,000,000 per claim/annual aggregate for professional errors and omissions.

ARTICLE 14 - HAZARDOUS ENVIRONMENTAL CONDITIONS

14.1 **Disclosure of the Existence of Hazardous Environmental Conditions. Client has disclosed to MKA all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, PCBs, petroleum, hazardous waste, radioactive material, or other hazardous materials, as defined by Federal, State and local laws or regulations (collectively, "Hazardous Materials"), if any, located at, on, under or near the Project site, including its type, quantity, and location, or has represented to MKA that, to the best of Client's knowledge, no hazardous environmental conditions or Hazardous Materials exist at, on, under or near the Project site.**

14.2 **No Environmental Responsibilities or Liability.** MKA's Services does not include any responsibility or liability for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other Hazardous Materials, as defined by Federal, State, and local

Docusign Envelope ID: F1DE3C9C-7051-4420-868D-B0C05439C0AD

laws or regulations, nor shall MKA be responsible to Client for any delay, suspension or cessation of services caused or created by the presence of Hazardous Materials found to exist at, on, under or near the Project.

ARTICLE 15 – INDEMNIFICATION.

15.1 **Indemnification of Client**. MKA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its Officers, Directors, and Employees, Agents, Representatives, Partners or Affiliates (collectively referred to in this Paragraph 15.1 as "Client") against claims, actions, proceedings, losses, damages, liabilities, expenses or costs, including reasonable attorneys' fees and defense costs (each, an "Action"), to the extent caused by, arising out of or resulting from MKAs solely negligent acts or omissions under this Agreement and that of anyone for whom MKA is legally liable.

15.2 **Indemnification of MKA**. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MKA, its Officers, Directors, Employees, Shareholders, Agents, Representatives, Partners or Affiliates and Sub-consultants (collectively, MKA) against claims, actions, losses, damages, liabilities, expenses or costs, including reasonable attorneys' fees and defense costs, to the extent caused by, arising out of or resulting from Client's negligent acts or omissions in connection with the Project and the acts of its Contractors, Subcontractor or consultants or anyone for whom the Client is legally liable and the presence and existence of any Hazardous Materials found at, on, under or near the Project. It is the intent of Client to indemnify MKA against whatever percentage of the above described losses are attributable to parties (including Client) other than MKA.

15.3 **Interpretation**. The indemnities provided in this Section shall be applicable to the fullest extent provided by the laws of the state in which the Project is located, but not beyond the extent that would otherwise render the provisions void or unenforceable.

15.4 **Process**. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent. The indemnified party's failure to perform any obligations under this Section 15.4 shall not relieve the indemnifying party of its obligations under this Section 15.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

15.5 **Exceptions**. Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify or defend the indemnified party against any claim (whether direct or indirect) to the extent such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party's (a) gross negligence or more culpable act or omission (including reckless or willful misconduct, or (b) bad faith failure to materially comply with any of its material obligations set forth in this Agreement.

ARTICLE 16 – REMEDIES

16.1 LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN AGGREGATE OF MKA AND MKA OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO MKA'S SERVICES, THE PROJECT OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO STRICT NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR WARRANTY OR ARISING OUT OF ANY INDEMNITY, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED MKA'S TOTAL COMPENSATION UNDER THIS AGREEMENT. THE CLIENT AGREES TO BRING ANY CLAIMS AGAINST MKA, AND NOT ANY INDIVIDUAL OWNERS, DIRECTORS OR EMPLOYEES OF MKA.

16.2 WAIVER OF CONSEQUENTIAL DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER THE CLIENT NOR MKA SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL WAIVER INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RELATED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF INCOME, LOSS OF REPUTATION, UNREALIZED SAVINGS OR DIMINUTION OF PROPERTY VALUE AND SHALL APPLY TO ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF WARRANTY.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.1 **Termination**. This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon thirty (30) calendar days prior written notice. MKA shall be entitled to compensation for all Services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after ten (10) calendar days written notice to the breaching party by the non-breaching party. Upon payment of all amounts due MKA, including all interest due for late payments, Client shall be entitled to copies of MKA files and records pertaining to Services performed for the Project prior to the termination of this Agreement.

17.2 **Successors, Assigns, and Third Parties**. This Agreement shall be binding upon each party's assigns, Successors, Executors, Administrators, and Legal Representatives. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or MKA. MKA Services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against MKA because of this Agreement or MKA's performance of Services hereunder.

17.3 **Assignment**. Neither Client nor MKA may assign or transfer any rights under or interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

17.4 **Governing Law; Personal Jurisdiction, Forum and Venue**. This Agreement shall be deemed to have been entered into and shall be construed, enforced and governed in all respects by the laws of the State of California as such laws are applied to agreements between California residents entered into and performed entirely in California. The parties acknowledge that this Agreement constitutes the minimum contacts necessary to establish personal jurisdiction in California and agree to California court's exercise of personal jurisdiction. The Parties consent to forum, venue and jurisdiction in the State of California in the courts of Contra Costa County or the federal courts for the Northern District of California.

Docusign Envelope ID: F1DE3C9C-7051-4420-868D-B0C05439C0AD

17.5 **Statute of Limitations**. Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of MKA's Services under this Agreement. To the maximum extent permitted by law, and as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of MKA's Services under this Agreement.

17.6 **Invalid Terms; Severability**. In the event any provisions of this Agreement are found to be illegal, invalid or otherwise unenforceable, the unenforceable provision will be deemed stricken. Striking such a provision shall have no effect on the enforceability of the remaining provisions of this Agreement and those remaining provisions shall continue in full force and effect as if the unenforceable provision was never included in the Agreement.

17.7 **Mediation**.

17.7.1 **Process.** The Client and MKA agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. Upon written notice by either Client or MKA of an alleged breach of the terms and/or performance of this Agreement, which written notice shall be given within fifteen (15) calendar days of the alleged breach, the parties agree first to mediate in good faith to resolve any dispute or claim arising between them out of this Agreement before resulting to court action. The parties shall have thirty (30) calendar days from the date of notice of the alleged breach to select a mutually agreeable mediator.

17.7.2 **Mediation Fees**. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, either party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action.

17.8 **Waiver**. A waiver of any terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

17.9 **Headings**. The headings used in this Agreement are for general ease of reference only. They have no independent meaning and are singly interpretive of this Agreement.

17.10 **Integration and Definitions**. This Agreement, together with all enclosures hereto and documents referenced herein, are incorporated by reference into each other, and supersede all prior or contemporaneous written and oral discussions, understandings, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement. All capitalized terms used in the Agreement, unless otherwise defined herein, shall refer to those terms otherwise set forth and defined in the Agreement for Professional Services to which this enclosure is included.

17.11 **Survival of Covenants**. Notwithstanding completion or termination of this Agreement for any reason, all representations, limitations of liability, and indemnification obligations contained in this Agreement, including without limitation, the provisions set forth in Articles 15 and 16, shall survive such completion or termination and remain in full force and effect until fulfilled and all requisite and applicable statutes of limitation have past.

17.12 **Modification**. This Agreement may not be amended, revised, modified or otherwise changed in any manner, unless made in writing and signed by the parties hereto. Any other attempt to modify this Agreement, whether oral or written, unless compliant with this Paragraph, shall be of no force or effect. Failure of any party at any time or times to require performance of any provision hereof shall in no manner affect his or its right at a later time to enforce the same. No waiver by a party of a breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. of agreement contained in the Agreement. Provided however, that notwithstanding this Paragraph, adjustments in compensation to MKA or the period for performance of services provided by MKA, may be adjusted, from time to time, by MKA whether in writing or otherwise, to accommodate changes in scope and/or adjustments in time of performance and/or cost and compensation for services rendered, as directed by the Client, other Contractors, or the Project's status. As such, if such change, Additional Services or suspension of Services results in any increase or decrease in costs of, or time required for, the performance of MKA's Services, Client and MKA agree that an equitable adjustment shall be made, and the Agreement modified accordingly, whether in writing or otherwise.

17.13 **Third Parties**. This Agreement shall not create nor is intended to create any rights or contractual relationship with or cause an action in favor of any third party against MKA. The Services provided by MKA are solely for the benefit of Client. No other person or entity shall have the right to any claim against MKA arising from or relating to this Agreement or the Services provided to Client by MKA.

17.14 **Independent Contractor.** MKA and Client are Independent Contractors. Nothing in this Agreement shall be read or interpreted to create any agency, joint venture, partnership or employment relationship between the parties, and neither party shall have any right, power or authority to act or create any obligation or commitment, express or implied, on behalf of the other party, nor exercise control or direction over the means or methods by which MKA or its Sub-consultants provide Services under this Agreement.

17.15 **Attorneys' Fees.** If any legal action, mediation, arbitration or any other proceeding is brought for the purpose to enforce or interpret this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

END OF STANDARD GENERAL TERMS AND CONDITIONS

Docusign Envelope ID: F1DE3C9C-7051-4420-868D-B0C05439C0AD

MKA International, Inc.
Construction Consultants & Engineers
100% Employee Owned Company

FEE SCHEDULE

Professional Services	Hourly Rate
Principals	$350
Architects | Building Technology Consultants	$185-335
Clerk of The Works Consultants	$125-205
Construction Consultants	$185-335
Construction Cost Estimators	$185-335
Construction Management	$185-335
Electrical Consultants | Engineers | Estimators	$185-335
Engineers [Civil | Structural]	$195-335
Fire & Electrical Forensic Consultants | Engineers	$175-335
Geotechnical Consultants | Engineers | Geologists	$185-335
Mechanical Consultants | Engineers | Estimators	$185-335
Restoration Consultants | Estimators	$185-335
Roofing Consultants | Estimators	$185-335
Scheduling Consultants	$185-335
Technical [Graphics | Analysts | Specialized IT Operations]	$135-245
Support Services	$95
Other Services	
Construction Defect / Litigation Support	$230-375
Deposition / Expert Witness Testimony (2 Hour Minimum | Travel/Wait Time at Regular Rate)	$525/hr
Appraisal Services - Umpire	$525/hr
Appraisal Services - Appraiser	$350/hr
UAV Services	$250/day
Matterport 3D Imagery	$300/3D Space
Structural/Architectural Water Intrusion Testing Spray Rack Fee	$1,500/per project
Resistograph (Wood Decay Testing Device)	$300/day
K9 Accelerant Detection Services	$200/hr
Reimbursable Expenses & Sub-Contractor/Sub-Consultant Services	Cost plus 10%
Automobile Use - Based Upon IRS Published Rates	Cost plus 10%
Photocopying, Binding and Digital Photo Printing	At MKA Cost

Revised August 26, 2024

TAB 15



Jayman Enterprises, LLC

Contract Cleaning Agreement

This agreement is made this ____ day of _____, 2025, by and between Jayman Enterprises, LLC (Hereinafter called "JELLCO") and Deerbrook HOA (hereinafter called "Client"). Whereas, the Client desires JELLCO to supply contract cleaning and related janitorial services to the property commonly known as the Deerbrook HOA.

Now therefore, the parties agree as follows:

1. Performance of Duties. Beginning on _____, 2025, JELLCO will provide services for the areas to be serviced described in the "Performance Schedule," a true and accurate copy of which is attached to this Agreement. JELLCO agrees that the janitorial services to be provided shall be conducted according to the guidelines agreed upon between the Client and JELLCO.
2. Terms. The terms of the Performance Schedule or the price stated in paragraph 3, may be modified at any time by the mutual execution of written change orders by either party. All executed change orders shall become part of this Agreement. JELLCO will give the Client (30) days prior notice of any price change for services rendered pursuant to the Performance Schedule. Client will notify JELLCO of any changes in service times, any alterations to the furnishings, floor, wall, or ceiling surfaces at the Client's premises, or any other change which will affect the Performance Schedule and consequently the contract price. This Agreement shall continue in effect from the date services are to begin, for a period of one (1) year, unless terminated.
3. Payment. The Client shall make payments to JELLCO for services rendered at the rate $850 per month includes service two times a week at the request of Tuesday and Thursday. A third day is optional and would increase the monthly amount to $1100 with services offered Monday, Wednesday and Friday. The first billing will be made on the first day services are rendered and shall be payable 30 days. Subsequent billings and due dates will be monthly. Client shall pay JELLCO its costs and expenses, including reasonable attorney's fees paid or incurred in enforcing the terms of this Agreement.
4. Insurance. JELLCO shall produce adequate insurance coverage and will deliver to the Client certificates of Insurance upon request.
5. Termination. This Agreement may be terminated by either party giving thirty (30) days written notice by certified mail, return receipt requested, addressed to the other party at the address

indicated below. In the event that JELLCO fails to perform its services in a manner satisfactory to the Client, the Client may terminate this Agreement with the following procedure:

a. Written notification to JELLCO by certified mail citing areas of deficiencies.
b. If, within ten (10) working days of receipt of such notification, JELLCO has failed to correct said deficiencies, Client may terminate this Agreement by giving JELLCO twenty (20) days notification of the termination.

6. JELLCO will perform all services required under this Agreement, except when prevented by strike, lockout, act of God, accident, or other circumstances beyond its control.
7. Additional charges may Apply if required when a party has taken place on property with or without management consent and cleanup is necessary above and beyond the normal. This fee will be determined by the amount of cleanup is needed to restore amenities back to a presentable state.
8. This Agreement contains all the covenants and agreements between the parties and may not be modified except in writing, signed by both parties.

Client

By_____

Authorized Agent

Address_____

_____

Jayman Enterprises, LLC

Jeremy Crawford

_Jeremy T Crawford_____

1020 Hill Flower Dr.

Brooksville, Fl. 34604



Jayman Enterprises, LLC

PERFORMANCE SCHEDULE	**Performed weekly Tues/Thur**
BATHROOMS	
1.Clean, sanitize, and polish all vitreous fixtures including toilet bowels, urinals, and hand basins	**X**
2. Clean all glass and mirrors.	**X**
3. Empty all containers and disposals, insert liners as required, spot clean, and sanitize containers.	**X**
4. Spot clean all walls, doors, and stall partitions.	**X**
5. Refill all dispensers to normal limits - paper towels, soap, toilet tissue, can liners, and supplies. Supplies to be furnished Vendor.	**X**
6. Low dust all horizontal surfaces up to hand height including sills, mouldings, ledges, shelves, frames, ducts, outlets.	**X**
7. Deordorize floor drains as needed	**X**
8. Vacuum, sweep, damp mop, and sanitize hard floors as needed.	**X**
POOLS AND PATIOS	
1. Damp clean table tops	**X**
2. Spot clean all trash containers	**X**
3. Clean and sanitize drinking fountains	**X**
4. Clean debris from pool deck	**X**
5. Arrange pool furniture	**X**
ADDITIONAL SERVICES	
1. Check and maintain playground dog park and stations/trash cans	**X**
2. Notify Management of repairs and or concerns	**as needed**



OCTOBER 2025

Janitorial Proposal

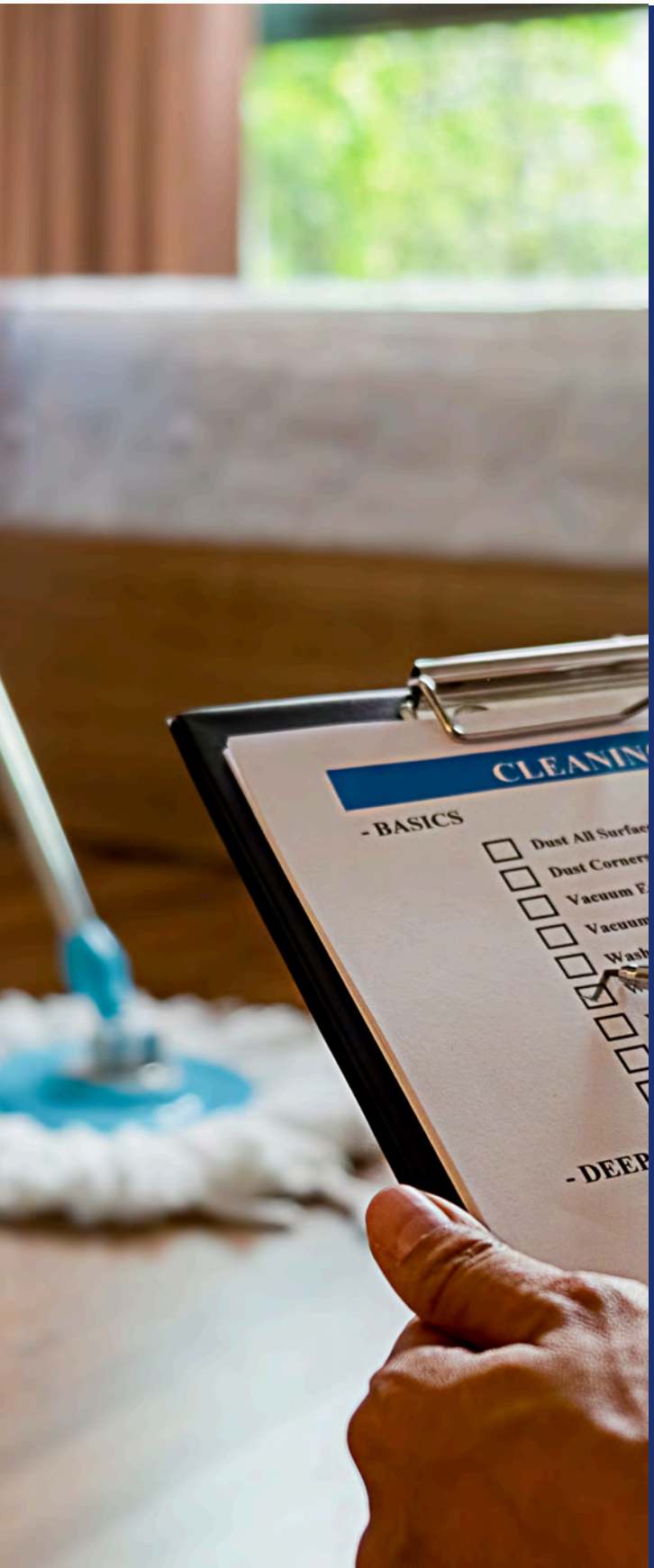
For Deerbrook CDD

PRESENTED BY

Andrea Cedres

NEPTUNE MULTI SERVICES
813-778-9857
AIR CONDITIONING & HEATING • DRYER VENTS
CLEANING • HANDYMAN SERVICES

Our Commitment to Excellence



At Neptune Janitorial Services, we pride ourselves on our **commitment to excellence** in providing top-notch cleaning solutions. With over 10 years of experience, our dedicated team of company employees ensures that every corner of Spencer Glen Community is meticulously cleaned and maintained. Our comprehensive scope of work includes offices, playground rooms, fitness centers, outdoor areas, bathrooms, dog stations, and trash cans, all tailored to meet your specific needs. We utilize color-coded cloths for cleaning to prevent cross-contamination and to promote a healthier environment. Our **certified staff** are trained in best practices, and we proactively report any concerns to management, ensuring that your community is always in pristine condition. We offer our professional cleaning services at a competitive rate per clean, with Neptune providing all necessary supplies. Together, we can maintain a clean, safe, and welcoming environment for all residents and visitors to Spencer Glen Community.

Why Neptune Multi Services



Our cleaning business is the perfect match for your community because we combine professional, reliable service with personalized care tailored to your unique needs. We prioritize attention to detail, use eco-friendly products, and ensure consistent, high-quality results that keep your clubhouse and facilities spotless and welcoming. With a commitment to exceptional customer service and flexible scheduling, we aim to enhance the comfort and satisfaction of your residents every day.



Scope of Work



Scope of Work Checklist – Janitorial & Grounds Maintenance

Janitorial Services

Clubhouse / Common Areas

- Sweep, vacuum, and mop all floors
- Dust and wipe all furniture, shelves, and ledges
- Clean and sanitize tables, counters, and high-touch surfaces
- Empty all trash and recycling bins; replace liners
- Clean glass doors, windows, and mirrors (interior)
- Wipe and disinfect handrails, door handles, and light switches

Restrooms

- Clean and sanitize sinks, toilets, urinals, and countertops
- Refill soap dispensers, toilet paper, and paper towels
- Sweep and mop floors with disinfectant
- Empty trash receptacles and replace liners
- Remove water spots from mirrors and chrome fixtures

Pool Bathrooms

- Clean and sanitize all fixtures
- Restock supplies
- Mop floors with disinfectant
- Empty trash bins

Grounds Maintenance

General Grounds

- Remove litter and debris from sidewalks, parking areas, and common spaces
- Blow off leaves and debris from walkways and entrances
- Maintain dog waste stations (empty bins, replace bags)
- Inspect and clean outdoor seating and tables

This proposal includes minor handyman services at no additional cost. Any larger projects outside the scope of routine tasks will be billed separately.
pressure wash cleaning included once per month if needed.

A customized scope of work will be provided one week prior to the commencement date.

Scope of Work

Comprehensive Cleaning Services for Spencer Glen Community Spaces



Offices

Our dedicated team ensures every area is **meticulously maintained** and sanitized, providing a clean and safe environment for your community.

Fitness

We will deliver **thorough cleaning** of all office spaces, including dusting, vacuuming, and sanitizing surfaces to create a professional atmosphere.



Core Values

PHASE 1 Began operations

PHASE 2 Gained certification

PHASE 3 Expanded services

PHASE 4 Introduced reporting

PHASE 5 Achieved milestone

At Neptune, we pride ourselves on our **commitment to excellence** and dedication to quality service for over 10 years. Our entire team consists of trained, **certified employees** who understand the importance of maintaining a clean and welcoming environment. We utilize **color-coded cloths** to ensure hygiene and prevent cross-contamination. Our proactive reporting system allows staff to address any concerns immediately, ensuring a safe and clean space for all. With our rate of $110 per clean we provide all necessary supplies, allowing you to focus on the community without worrying about cleanliness.



Visit neptunemts.com

Service Rate

Items	Each Clean twice per week Three times available for summer months	Monthly Cost
Item 1	$110	$880

Neptune Multi Services will provide all supplies at no charge.

$100 CLEAN	**CERTIFIED** STAFF	**10+ YEARS** EXPERIENCE

Contact us today!

www.neptunemts.com
neptunemts@gmail.com
813-778-9857



Tab 16

FLORIDA INSURANCE ALLIANCE

Egis Insurance & Risk Advisors

Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Deerbrook Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.
Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects over 1,000 public entity members.

Competitive Advantage
FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?
FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of $2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?
As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Deerbrook Community Development District
c/o Rizzetta & Company 3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: **October 1, 2025 to October 1, 2026**

Quote Number: 100125944

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	$56,375
Loss of Business Income	$1,000,000
Additional Expense	$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	**Coinsurance**
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of $10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	**Deductibles**	**Limit**
Earth Movement	$2,500	Included
Flood	$2,500 *	Included
Boiler & Machinery	$2,500	Included
TRIA		Included

*Except for Zones A & V (see Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM **$564**

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	$500,000 in any one occurrence
X	B	Animals	$1,000 any one Animal $5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to $250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	$500,000 in any one occurrence
X	F	Duty to Defend	$100,000 any one occurrence
X	G	Errors and Omissions	$250,000 in any one occurrence
X	H	Expediting Expenses	$250,000 in any one occurrence
X	I	Fire Department Charges	$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	$50,000 in any one occurrence
X	Q	Professional Fees	$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	$500,000 in any one occurrence
X	T	Transit	$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

Description	**Limit**	**Deductible**
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability		
Property Damage		
Crisis Management Services	$250,000	

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	**8,9**	**$1,000,000**	**Included**
Personal Injury Protection	**N/A**		**Not Included**
Auto Medical Payments	**N/A**		**Not Included**
Uninsured Motorists including Underinsured Motorists	**N/A**		**Not Included**
Physical Damage Comprehensive Coverage	**N/A**	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.** See item Four for Hired or Borrowed Autos.	**Not Included**
Physical Damage Specified Causes of Loss Coverage	**N/A**	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism** See item Four for Hired or Borrowed Autos.	**Not Included**
Physical Damage Collision Coverage	**N/A**	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto** See item Four for Hired or Borrowed Autos.	**Not Included**
Physical Damage Towing And Labor	**N/A**	**$0 For Each Disablement Of A Private Passenger Auto**	**Not Included**

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	$1,000,000
Herbicide & Pesticide Aggregate Limit	$1,000,000
Medical Payments Limit	$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	$25,000/$250,000
General Liability Deductible	$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	$1,000,000
	Aggregate	$2,000,000
Public Officials and Employment Practices Liability Deductible		$0

Supplemental Payments: Pre-termination $2,500 per employee - $5,000 annual aggregate.
Non-Monetary $100,000 aggregate.

<u>Cyber Liability sublimit included under POL/EPLI</u>

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: $100,000 each claim/annual aggregate
Fraudulent Instruction: $25,000

FLORIDA INSURANCE ALLIANCE

PREMIUM SUMMARY

Deerbrook Community Development District
c/o Rizzetta & Company 3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: **October 1, 2025 to October 1, 2026**

Quote Number: 100125944

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	$564
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	$3,032
Public Officials and Employment Practices Liability	$2,480
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	**$6,076**

IMPORTANT NOTE
Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

Optional Additional Coverage: $100,000 in Crime Coverage would result in an additional premium of $500.

Bill Fife (Aug 29, 2025 11:43:34 EDT)

FLORIDA INSURANCE ALLIANCE

PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2025, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

(a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;

(b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;

(c) To abide by the rules and regulations adopted by the Board of Directors;

(d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;

(e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Deerbrook Community Development District

_____
(Name of Local Governmental Entity)

By: Bill Fife (Aug 29, 2025 11:43:34 EDT)
Signature

_____
Print Name

Witness By: Lynn Hayes
Signature

Lynn Hayes
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2025

By: _____
Administrator

FLORIDA INSURANCE ALLIANCE

PROPERTY VALUATION AUTHORIZATION

Deerbrook Community Development District
c/o Rizzetta & Company 3434 Colwell Ave, Suite 200
Tampa, FL 33614

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

☑	Building and Content TIV	$56,375	As per schedule attached
☐	Inland Marine	Not Included	
☐	Auto Physical Damage	Not Included	

Signature: Bill Fife (Aug 29, 2025 11:43:34 EDT) Date: _____

Name: _____

Title: _____

FLORIDA INSURANCE ALLIANCE

Schedule Items Effective As of: 10/01/2025

Property Schedule

Deerbrook Community Development District

Policy No.: 100125944
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description / Address / Roof Shape / Roof Pitch	Year Built / Const Type	Eff. Date / Term Date	Building Value / Contents Value / Roof Covering / Covering Replaced	Total Insured Value / Roof Yr Blt
1	6' PVC Fence 7436 Broad River Ave Land O' Lakes FL 34638	2025	10/01/2025 10/01/2026	$56,375	$56,375

Total:	Building Value	Contents Value	Insured Value
	$56,375	$0	$56,375

Sign: _____ Print Name: _____ Date: _____

Proposal.FIA.PKG.Deerbrook

Final Audit Report 2025-08-29

Created:	2025-08-29
By:	Diana Kronick (dkronick@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8T0ZQDpuipJPXUVM6wPKnggdE3ZCgoVx

"Proposal.FIA.PKG.Deerbrook" History

Document created by Diana Kronick (dkronick@rizzetta.com)
2025-08-29 - 2:58:36 PM GMT

Document emailed to Bill Fife (wfife@brookfieldkolter.com) for signature
2025-08-29 - 2:58:40 PM GMT

Email viewed by Bill Fife (wfife@brookfieldkolter.com)
2025-08-29 - 3:42:07 PM GMT

Document e-signed by Bill Fife (wfife@brookfieldkolter.com)
Signature Date: 2025-08-29 - 3:43:34 PM GMT - Time Source: server

Agreement completed.
2025-08-29 - 3:43:34 PM GMT

Tab 17

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***"). This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

1.1 "***Agreement***" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.
1.2 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.
1.3 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.
1.4 "***Customer Data***" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.
1.5. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.
1.6 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.
1.7 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.
1.8 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.
1.9 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).
1.10 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
1.11 "***Footage***" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

1.12 "***Integration Data***" means any distribution of data from a Customer requested third party integration.

1.13"***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.14 "***Permitted Purpose***" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 "***Term***" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 **Data Distribution**. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, "Recipient"). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock's standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces ("APIs") is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. Subject to Florida's public records laws, the Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or is disclosed pursuant to Florida's public records laws; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to Florida's public records laws. Further, nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense,

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

7. TERM AND TERMINATION

7.1 **Term.** Unless otherwise indicated on the Order Form, the "**Term**" shall commence upon first installation of Flock Hardware, as applicable. Further, Flock shall cause the Flock Hardware to be installed within 60 days after execution of this Agreement, and, in the event such installation is not timely completed, this Agreement shall be null and void, with no further obligation of

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

either party. Following the Term, this Agreement shall terminate automatically unless the Parties in their sole discretion agree in writing to renew the Agreement for another year.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

9.4 **Customer Indemnity.** To the extent permitted by law, but without waiving any limitations of liability under Section 768.28, Florida Statutes or other law, Customer shall indemnify and hold harmless Flock against any damages, losses, liabilities, settlements, and expenses in connection with any claim or action that arises from an alleged violation of Customer Obligations, Customer's Installation Obligations, Customer's sharing of any Customer Data, including any claim that such actions violate any applicable law or third party right.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance with Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **PUBLIC RECORDS.** Notwithstanding anything to the contrary in this Agreement, Flock understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Flock agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

to section 119.0701, *Florida Statutes*. Flock acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Flock 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 Flock 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 Flock'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 Flock, Flock 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 FLOCK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE FLOCK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O RIZZETTA & COMPANY, 3434 COLWELL AVE, SUITE 200, TAMPA, FLORIDA 33614; 813-933-5517 (PHONE); LHAYES@RIZZETTA.COM (EMAIL).

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

11.4 **E-Verify.** Flock shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Flock shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subFlocks. The District may

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

terminate the Agreement immediately for cause if there is a good faith belief that the Flock has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Flock represents that no public employer has terminated a contract with the Flock under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

11.5 **Anti-Human Trafficking Statement**. The Flock does not use coercion for labor or services as defined in Section 787.06, Florida Statues, and the Flock has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statues.

11.6 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.7 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.8 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.9 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.10 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located.

11.11 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.12 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

11.13 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.14 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.15 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.16 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.17 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.18 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.19 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

.

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

DEERBROOK NOTICES ADDRESS:

Lynn Hayes

District Manager

E-Mail: lhayes@rizzetta.com

Rizzetta & Company

3434 Colwell Avenue, Suite 200

Tampa, FL 33614

Phone: 813-933-5571

WHEREFORE, the parties hereby execute the Master Services Agreement:

FLOCK GROUP, INC.

Signed by:

1024FAF1F68A40F...

By: Dan Haley

Its: Chief Legal Officer

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT

Signed by:

Owen Budorick

62B73BC1CDB64BF...

By: Owen Budorick

Its: Vice Chairman

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

flock safety

EXHIBIT A
ORDER FORM

Customer:	FL - Deerbrook CDD	Initial Term:	12 Months
Legal Entity Name:	FL - Deerbrook CDD	Renewal Term:	12 Months
Accounts Payable Email:	lhayes@rizzetta.com	Payment Terms:	Net 15
Address:	5844 Old Pasco Road, Suite 100 Wesley Chapel, Florida 33544	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$7,400.00**
Flock Safety Bundles			
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Bundle Implementation Fee	$650.00	2	$1,300.00
		Subtotal Year 1:	$8,700.00
		Annual Recurring Subtotal:	$7,400.00
		Estimated Tax:	$0.00
		Contract Total:	$8,700.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Community	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Community grade bundled standard range license plate recognition camera and live streamed solar powerd fixed camera with 30 days of edge storage, with LTE. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users
Professional Services - Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Video Camera Fixed, fka Condor	Community grade live streamed Solar powerd Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.
Flock Safety LPR - Neighborhoods, fka Sparrow	Residential grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Real-Time NCIC alerts sent to Shared Agencies	Alert sent to any shared community Law Enforcement agency when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Workers Compensation** insurance in accordance with statutory limits;

Docusign Envelope ID: A00189C4-3D9E-4D1D-9ABC-549775F05A0A

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

Tab 18

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DEERBROOK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING, CONFIRMING, AND APPROVING THE CONVEYANCE OF AMENITY CENTER IMPROVEMENTS TO THE DISTRICT; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Deerbrook Community Development District (**"District"**) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (**"Act"**); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in the *Report of District Engineer,* dated September 28, 2022; and

WHEREAS, D.R. Horton, Inc. (**"Developer"**) has constructed certain amenity center improvements ("**Improvements**") located on Tract P1 ("**Property**") within the District, and desires to convey the Improvements to the District; and

WHEREAS, the Developer previously conveyed Tract P1 to the District pursuant to a quit claim deed attached hereto as **Exhibit A;**

WHEREAS, the District agrees to accept a conveyance of the Improvements located on the Property and assume operation and maintenance responsibilities for the same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEERBROOK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. AUTHORIZING, CONFIRMING, AND APPROVING THE ACCEPTANCE OF IMPROVEMENTS. The Board of Supervisors (**"Board"**) hereby authorizes the conveyance to the District of certain improvements on the Property by the bill of sale set forth in **Exhibit B**, subject to the certificate by the District's Engineer as set forth in **Exhibit C.** Furthermore, the Board finds that the acceptance of such conveyance is hereby declared and affirmed as being in the best interests of the District and is hereby authorized, approved, and confirmed by the Board.

SECTION 2. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this ___ day of _____, 2025.

ATTEST:

DEERBROOK COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

Exhibit A: Quit Claim Deed
Exhibit B: Bill of Sale
Exhibit C: Engineer's Certificate

Exhibit A:
Quit Claim Deed

12/15/2023 11:36 AM Rcpt: 2662474 Rec: 27.00 DS: 0.00 IT: 0.00
Nikki Alvarez-Gowles, Esq., Pasco County Clerk & Comptroller

This instrument was prepared by:

Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the 12 day of December, 2023, by and between **SK DEERBROOK LLC**, a Delaware limited liability company ("**Developer**" and "**Grantor**"), whose mailing address is 105 NE 1st Street, Delray Beach, Florida 33444, and **DEERBROOK COMMUNITY DEVELOPMENT DISTRICT**, a community development district formed pursuant to Chapter 190, Florida Statutes ("**Grantee**"), whose address is c/o 3434 Colwell Ave #200, Tampa, Florida 33614.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, and more particularly below ("**Property**").

Tract A (CDD Right-of-Way; Public Drainage & Utility Easement), Tract B-1A (Drainage, Landscape Area, Open Space & Wetland Conservation Area), Tract B-1B (Drainage, Landscape Area, & Open Space), Tract B-2A (Drainage, Landscape Area, Open Space & Wetland Conservation Area), Tract B-2B (Drainage, Landscape Area, Open Space & Wetland Conservation Area), Tract B-2C (Drainage, Landscape Area, Open Space & Wetland Conservation Area), Tract B-3 (Drainage, Landscape Area, & Open Space), Tract B-4A (Drainage, Landscape Area, Open Space & Wetland Conservation Area), Tract B-4B (Drainage, Landscape Area, Open Space & Wetland Conservation Area), Tract B-5 (Drainage, Landscape Area, Open Space & Wetland Conservation Area), Tract B-6 (Drainage, Landscape Area, & Open Space), Tract P-1 (Park Area), Tract P-2 (Park Area), and Tract P-3 (Park Area), as identified on the plat entitled, "DEERBROOK, PHASE 1" and recorded in the Public Records of Pasco County, Florida at Plat Book 93, Pages 38-57.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

NOTE: The execution and recording of this Quit Claim Deed is not intended to waive any rights, if any, that the Grantor may have to funding for improvements located on the Property pursuant to that certain Acquisition Agreement dated October 11, 2022.

RESERVATION OF EASEMENT

Developer hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Developer and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property conveyed hereby, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, which shall be conveyed upon completion by separate instrument, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Developer's reservation of rights hereunder shall not be deemed to impose any obligations on Developer to maintain, repair or replace any part of the Property or improvements located thereon.

IN WITNESS WHEREOF, Developer has caused these presents to be executed on the day and year first above written.

WITNESS

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Address: _____

SK DEERBROOK LLC

By: _____
Name: William Johnson
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12 day of _____, 2023, by William Johnson, as Authorized Signatory of SK Deerbrook LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

Angela B. Mercado
Comm.: HH 437574
Expires: Aug. 24, 2027
Notary Public - State of Florida

NOTARY PUBLIC, STATE OF FLORIDA

Name: Angela B. Mercado
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

Exhibit B:
Bill of Sale

BILL OF SALE AND LIMITED ASSIGNMENT
[AMENITY CENTER IMPROVEMENTS & WORK PRODUCT]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the ___ day of _____, 2025, by and between **D.R. Horton, Inc.,** a Delaware corporation, with an address of 1341 Horton Circle, Arlington, Texas 76011 ("**Grantor**"), and **Deerbrook Community Development District,** a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

   a) All of the improvements and work product identified in **Exhibit A;** and

   b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**AS IS, WHERE IS**"**, AND** "**WITH ALL FAULTS**". The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of it successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have,

own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

By: _____
Name: _____

By: _____
Name: _____

D.R. HORTON, INC.

_____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Amenity Center Improvements & Work Product

Amenity Center Improvements - All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, fixtures, interior furniture and decorations, pools, pool furnishings, fencing and gates, playground, pickleball courts, half-court basketball court, dumpster enclosure, landscape (including sod), hardscape (including signage and monumentation), irrigation, mechanical, electrical and security improvements and mailbox kiosks located on Tract P1 (Park Area), as identified in the plat known as *Deerbrook Phase 1,* as recorded at Plat Book 93, Pages 38 - 57, of the Official Records of Pasco County, Florida.

Exhibit C:
Engineer's Certificate

CERTIFICATE OF DISTRICT REGARDING
AMENITY CENTER IMPROVEMENTS

_____, 2025

Board of Supervisors
Deerbrook Community Development District

Re: Amenity Center Improvements

Dear Board Members:

The undersigned, a representative of Clearview Land Design, P.L. ("**District Engineer**"), as District Engineer for the Deerbrook Community Development District ("**District**"), hereby makes the following certifications in connection with acceptance of amenity center improvements (collectively, "**Improvements**"), as described in **Exhibit A** attached hereto. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Improvements, including but not limited to, the forms of agreement, plans, as-builts, applicable permits, and other documents. I, or my authorized agent, have conducted on-site observations of the Improvements.

2. The Improvements are within the scope of the District's capital improvement plan as set forth in the *Report of District Engineer,* dated September 28, 2022 ("**Engineer's Report**") for the District and specially benefit property within the District as further described in such Engineer's Report.

3. To the best of my knowledge and belief, the Improvements have been completed in substantial compliance with the applicable permit requirements and in substantial accordance with the permitted plans and specifications, are free from defects, and are functional for their intended purpose.

4. Copies of plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District, and to the best of my knowledge and belief have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.

[CONTINUED ON FOLLOWING PAGE]

5. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

CLEARVIEW LAND DESIGN, P.L.

_____
Brian Surak, P.E.
Florida Registration No. _____
District Engineer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by _____ as _____ of Clearview Land Design, P.L., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Amenity Center Improvements

Amenity Center Improvements - All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, fixtures, interior furniture and decorations, pools, pool furnishings, fencing and gates, playground, pickleball courts, half-court basketball court, dumpster enclosure, landscape (including sod), hardscape (including signage and monumentation), irrigation, mechanical, electrical and security improvements and mailbox kiosks located on Tract P1 (Park Area), as identified in the plat known as *Deerbrook Phase 1,* as recorded at Plat Book 93, Pages 38 - 57, of the Official Records of Pasco County, Florida.